

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING ISSUANCE )	RESOLUTION NO. 90-1345
OF A REQUEST FOR BIDS FOR MARION COUNTY )	
WASTE TRANSPORT SERVICES AND ENTERING )	Introduced by Rena Cusma,
INTO A CONTRACT WITH THE LOW, )	Executive Officer
RESPONSIVE, RESPONSIBLE BIDDER )	

WHEREAS, It is necessary to procure waste transport services from the Metro South Station to the Marion Co. Energy Recovery Facility contained in Exhibit 1; and

WHEREAS, The labor and materials necessary to perform such services can be acquired through issuance of the Request for Bids attached as Exhibit 1.; and

WHEREAS, It is in the best interest of Metro to acquire these services as soon as possible to maximize mobilization of the selected contractor; and

WHEREAS, Pursuant to Code Section 2.04.033(a)(1) Council approval is required because the contract commits the District to expend sums from future fiscal years budgets; and

WHEREAS, Pursuant to Section 2.04.033 of the Metro Code, the Metro Council may, at the time it approves a Request for Bids, waive the requirement of Council approval of a contract prior to execution of the contract by the Executive Officer; now, therefore,

BE IT RESOLVED,

1. That, pursuant to Metro Code 2.04.033, the Council of the Metropolitan Service District approves the form and substance of the Request for Bids for Marion Co. Waste Transport Services prepared by the Solid Waste Department attached as Exhibit 1.

2. That the Director of the Solid Waste Department is requested to advertise for bids and do all other things necessary to solicit bids for Marion Co. Waste Transport Services.

3. That the Council of the Metropolitan Service District, pursuant to Section 2.04.033 (6) of the Metro Code, waives the requirement of Council approval of the contract resulting from the bid process, and authorizes the Executive Officer to execute a contract for Marion Co. Waste Transport Services with the low, responsible, responsive bidder in accordance with the requirements of the Metro Code.

ADOPTED by the Council of the Metropolitan Service District this 29th day of November, 1990.

  
Tanya Collier, Presiding Officer

EXHIBIT 1

METROPOLITAN SERVICE DISTRICT

PORTLAND, OREGON

CONTRACT DOCUMENTS

for

MARION COUNTY WASTE TRANSPORT SERVICES  
(90B-136-SW)

\*\*\*\*\*

November 1990

**INVITATION TO BID**



## INVITATION TO BID

Sealed bids for the hauling of solid waste from the Metro South Station to the Marion County Waste-to-Energy Facility, addressed to the Metropolitan Service District (Metro), attention Chuck Geyer, will be received at the office of the Director, Solid Waste Department, 2000 S.W. First Avenue, Portland, OR 97201-5398, until 3:00 p.m., PST, on the 13th day of December, 1990, and then will be publicly opened and read.

The work contemplated consists of the hauling of approximately 18,500 tons of solid waste annually from the Metro South Transfer Station to the Marion County Waste-to-Energy Facility for a period of three years. Waste will be loaded into the successful bidder's transport vehicle by a solid waste compactor. The transport vehicle must be capable of hauling a minimum 20-ton payload. The vehicle must be capable of unloading the waste at the Marion Co. Waste-to-Energy Facility. The weekly amount of waste to be hauled will be specified each preceding Friday. Waste volumes will vary by week and month.

The period of operations will extend from February 1, 1991, to January 31, 1994. The period of operations may be shortened if the agreement between Marion County and Metro is canceled.

Metro South Station is a full service transfer station serving commercial waste haulers and the general public. Waste is unloaded into a pit and then compacted into untied bales for transport. Metro South Station is located at 2001 Washington Street in Oregon City, Oregon, near the Park Place Interchange of Interstate 205. It is owned by Metro and operated under contract by a private firm (Waste Management of Oregon).

The Marion Co. Waste-to-Energy Facility is a facility which burns solid waste to make electricity. It is owned by Marion County, Oregon, and operated by a private firm. Waste is unloaded onto a tipping floor prior to incineration. The Marion Co. Waste-to-Energy Facility is located at 4050 Brooklake Road, Brooks, Oregon, off Exit 263 of Interstate 5. It is approximately 35 miles from Metro South Station.

All work shall be completed in accordance with the Contract Documents. Three copies of the Documents will be sent to interested bidders at no charge.

Bids must be submitted on the prescribed forms. Before a contract is awarded, Metro may conduct such investigations as are necessary to determine whether a bidder is qualified.

Bidders are required to comply with Metro's Disadvantaged Business Program, if any of the work is subcontracted.

Metro reserves the right to reject all Bids or any Bids not conforming to the intent and purpose of the Contract Documents, to

reject for good cause any and all Bids upon a finding by Metro that it is in the public interest to do so or to waive any informality or irregularity in any Bid or Bids. Metro further reserves the right to award the Contract at any time within forty-five (45) days following the Bid opening date.

For information concerning the proposed work, or to make an appointment to visit the sites of the proposed work, contact Chuck Geyer, Senior Planner, Metropolitan Service District, (503) 221-1646.

Dated on this \_\_th day of November, 1990.

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

Bob Martin, Director  
Solid Waste Department

RFB No. 90B-136-SW

## **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### 1. Description of Services and/or Goods Covered by Bid

The services and/or goods covered by this Bid are described generally in the Invitation to Bid. A more detailed description of services and/or items covered by this Bid is contained in the Scope of Work.

### 2. Definitions

Except as otherwise specifically provided herein, all words and phrases defined in the Scope of Work shall have the same meaning and intent in these Instructions to Bidders.

### 3. Interpretation of Contract Documents

Any person contemplating the submission of a bid shall have thoroughly examined all of the various parts of the Contract Documents. If there is any doubt as to the meaning or intent of the Contract Documents, the Bidder shall request in writing any interpretation thereof. Such request shall be delivered to Chuck Geyer at Metro at least ten (10) calendar days prior to Bid opening. Any interpretation or change in the Contract Documents will be made only in writing, in the form of a clarification, or an Addendum to the Contract Documents which will be furnished to all Bidders receiving a set of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. Metro will not be responsible for any other explanation or interpretation of the Contract Documents.

### 4. Bidder's Understanding

Before submitting a Bid, Bidders shall fully examine and read the Contract Documents. They shall visit the Metro South Station (MSS) and Marion County Waste-to-Energy Facility (MWEF) and fully inform themselves of all conditions on, in, at and around the sites and surrounding areas and of all other conditions relating to the execution of the work to be performed under the Contract. Failure to do so will not relieve the successful Bidder of their obligation to enter into a Contract and to completely perform the Contract in strict accordance with the Contract Documents. Bidder acknowledges by the submission of its Bid that it has satisfied itself as to the nature of the work involved and all matters which may in any way affect the work or the cost of the performance of this Contract, whether or not the same is specifically mentioned herein.

Each Bidder shall inform himself/herself of, and the Bidder awarded a Contract shall comply with, federal, state, regional, and local laws, statutes, regulations, ordinances,



orders, and all other requirements of law relative to the performance of the Contract. This requirement includes, but is not limited to, applicable requirements concerning minimum wage rates, nondiscrimination in the employment of labor, protection of the public and employee safety and health, transportation, environmental protection, the protection of natural resources, fire protection, permits, fees and other legal requirements.

5. Unit Price Bid

A unit price bid will be accepted on the work set forth in the Contract Documents. The estimates of quantity of work to be done are tabulated in the Bid Schedule and, although stated with as much accuracy as possible, are approximate only and are assumed solely for the basis of calculation upon which the award of Contract shall be made. Data concerning unit price quantities are provided in the Appendix.

6. Preparation of Bids

All blank spaces in the Bid Forms must be completed either by typing or in ink. The unit price bid in the Bid Schedule (contained within the Bid Forms) shall be shown in both words and figures. No changes shall be made in the phraseology of the forms.

Any bid may be deemed nonresponsive which contains omissions, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the Documents.

Each Bid shall give the full business address of the Bidder and be signed with the Bidder's legal signature in accordance with the provisions below.

- A. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership authorized to sign contracts on behalf of the partnership, or by an authorized representative, followed by the printed name and title of the person signing.
- B. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. When requested by Metro, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- C. In the event that a Bid is submitted by a joint venture, then a copy of the legal agreement constituting such joint

venture shall be attached to the Bid.

The name of each person signing shall also be typed or printed below the signature. Signatures of all individuals must be in longhand.

Failure to fulfill any of the above requirements may render the Bid nonresponsive.

7. Submission of Bids

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Forms provided in the Appendix of the Contract Documents (additional forms are available from Metro). Each Bid must be submitted in a sealed envelope, along with the attachments described herein, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

8. Modification or Withdrawal of Bid

Any Bid may be modified after delivery to the location specified in the Invitation to Bid by physically delivering to the same location, before the time fixed for the Bid opening, a written sealed supplement to the original Bid, marked "Supplement to Bid of (Name of Bidder) for Marion County Waste Transport Services." Such supplement shall clearly identify the Bid item(s) which is (are) changed by setting forth the original Bid item(s), and the modified item(s). Metro may reject any supplemental Bid which, in its opinion, does not set forth the proposed modifications clearly enough to determine the definiteness and certainty of the item(s) offered by the Bidder. Telephone or telegraphic modifications are invalid and will not receive consideration.

Bids may be withdrawn by the Bidder prior to the time fixed for the receipt of Bids by having an authorized representative of the Bidder, with sufficient identification, personally pick up the Bid. Said representative shall provide Metro with formal, written notification of the Bidder's intent to remove its Bid. Bids may not be withdrawn for a period of forty-five (45) days after the opening of Bids nor may they be withdrawn on or prior to the last date of any extension of such time as may be agreed upon between Metro and the Bidder.

9. Bid Security

Bids must be accompanied by a certified check or cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in Oregon and having a rating of at least "A" and being the appropriate class for the bond amount according to Best's Key Rating



Guide, and must be in the amount of \$1,000. This bid security shall be given as a guarantee that the Bidder will not withdraw his/her bid for a period of forty-five (45) days after the Bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract.

The Attorney-in-Fact (Resident Agent) who executes the Bid Bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the Bond.

10. Return of Bid Security

Bid securities will be held until the Contract has been finally executed or the forty-five (45) day period described above has elapsed, whichever shall occur first, after which all bid securities, other than those which have been forfeited, will be returned to the respective bidders whose bids they accompanied.

11. Basis of Award

A contract for this project will be awarded to the lowest, responsive, responsible Bidder. Metro staff will examine the Bid information submitted to determine whether the Bid is responsive. Based on the information submitted, any additional information gathered by Metro, and the Total Bid Price, Metro will determine the low, responsive, responsible Bidder.

Metro reserves the right to waive any informality or irregularity in any Bid received and to reject any Bid not in compliance with all prescribed public bidding procedures and requirements of the Contract Documents.

12. Award of Contract

Within 45 days of bid opening, Metro will accept the lowest, responsive, responsible Bid. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to all Bidders at the locations designated in the Bids. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever. Award may be subject to approval by the Metro Council.

In the event of failure of the lowest responsive, responsible Bidder to sign and return the Contract as prescribed herein, Metro may award the Contract to the next lowest responsive, responsible Bidder. Such award if made, will be made within forty-five (45) days after the opening of Bids.

Metro reserves the right to, for good cause, reject any or all Bids upon a finding by Metro that it is in the public interest to do so.

13. Execution of Contract

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to Metro the Contract attached hereto together with any other documents required by these Contract Documents. Upon receipt of the signed Contract and all other documents required to be submitted by the successful Bidder, Metro shall sign the Contract.

14. Failure to Execute Contract

A Bidder who receives Notice of Award and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his/her Bid, and the bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a Contract.

15. Disadvantaged Business Program Compliance

Metro has made a strong commitment to provide maximum opportunities to Disadvantaged and Women-Owned Businesses in contracting. If subcontractors are used, the successful Bidder will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a good faith effort has been made to meet the goals. For any task or portion of a task to be undertaken by a subcontractor or materials supplier, the Contractor shall not sign up a DBE/WBE subcontractor or materials supplier on an exclusive basis prior to Contract Award.

The participation goals for this Contract are: Disadvantaged Business Enterprises (DBEs) -- seven percent (7%), and Women-Owned Business Enterprises (WBEs) -- five percent (5%) of the Total Bid Price. DBEs and WBEs must be certified by the state of Oregon prior to Bid opening as DBEs/WBEs to be counted toward the Contract goals.

The Bid submitted must contain a fully completed Disadvantaged Business Program Compliance form contained herein. The apparent low Bidder, and any other Bidders requested by Metro to do so, shall submit completed DBE and WBE Utilization forms (also contained herein) by the close of the next working day following Bid opening. Detailed procedures for completing the forms and for demonstrating good faith efforts are contained in Metro Code Section 2.04 (Metro's Disadvantaged Business Program) contained in the Appendix. Bidder's special attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (Determination of Good Faith Efforts). Bidders should note the following requirement of the latter section:



Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before Bids or proposals are due.

The following are minority-oriented newspapers published in the Portland metropolitan area:

The Scanner, 2337 N. Williams Avenue, Portland, OR 97211  
(503) 287-3562.

The Portland Observer, P.O. Box 3137, Portland, OR 97208  
(503) 288-0033

The American Contractor, P.O. Box 11233, Portland, OR 97217  
(503) 285-9000

The El Hispanic, 3302 S.E. 20th Avenue, Portland, OR 97202 (503)  
232-5269

The requirement to advertise is but one of the actions necessary to demonstrate good faith efforts under this program.

Failure of the Bidder to substantially comply with all of the requirements of the Disadvantaged Business Program will result in the Bid being deemed nonresponsive.

**PUBLIC CONTRACT**

**PUBLIC CONTRACT**

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and \_\_\_\_\_, whose address is \_\_\_\_\_ 97\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I**

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II**

TERM OF CONTRACT

The term of this Contract shall be for the period commencing February 1 , 1991 through and including January 31, 1994.

**ARTICLE III**

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

**ARTICLE IV**

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

## ARTICLE V

### TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI

### INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Automobile liability insurance in the amount of \$1,000,000 per occurrence, combined single limit personal injury and property damage; and comprehensive general liability in the amount of \$1,000,000 per occurrence shall be maintained during the terms of this agreement unless those required in ORS 30.270 are greater, in which case CONTRACTOR shall maintain the greater amounts. This insurance must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO and Marion County as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

## ARTICLE VII

### PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320 and ORS 279.334 (overtime wage requirements). Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will



comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

#### ARTICLE VIII

##### ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

#### ARTICLE IX

##### QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

#### ARTICLE X

##### OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

#### ARTICLE XI

##### SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If subcontracting is utilized in the performance of any services and/or supply of any of the goods covered by this Contract,

CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting seven percent of the contract amount to Disadvantaged Business Enterprise and five percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

## ARTICLE XII

### RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

## ARTICLE XIII

### SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV

### INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Invitation to Bid, Instructions to Bidders, Scope of Work, and Bid Forms which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference.

Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both

METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

\_\_\_\_\_  
(Contractor)

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**ATTACHMENT "A"**

**SCOPE OF WORK**



## SCOPE OF WORK

### 1.0 GENERAL

This Scope of Work describes the services required to transport mixed solid waste from Metro South Station (MSS) to the Marion Co. Waste-to-Energy Facility (MWEF), as well as the operating conditions in which the services are to be performed. The description of the work is not intended to be comprehensive in nature, and the Contractor agrees to provide the labor, equipment and materials necessary to meet the performance requirements contained in the Contract Documents for the Project - "Marion Co. Waste Transport Services."

The transport services described in the Contract Documents are necessary to fulfill the terms of an agreement between Metro and Marion County, Oregon. The purpose of the agreement is to provide the MWEF with waste, as needed, for efficient operation. Waste has been needed the most during the Winter months when waste flows from within Marion Co. to the facility are low.

Metro has agreed to supplement the waste flow to the MWEF from waste delivered to MSS. Metro has provided waste for a number of years and has projected future waste flows to the MWEF. These patterns are presented in the Appendix on a monthly basis, under the column entitled "From Metro South."

Metro will provide the waste on an on-call basis through the Contractor. The MWEF facility manager will contact the Contractor on Friday of each week with projected waste needs for the coming week. The Contractor must provide the waste as specified by the MWEF manager, subject to the limitation that the Contractor is only required to use a single walking floor trailer to perform the work. The Contractor may, at its option, use additional trailers to supply the MWEF with the specified quantities which exceed the capacity of a single trailer.

MSS is operated by a private firm, Waste Management of Oregon, Inc., who is responsible for receiving waste from haulers and preparing loads for transport. Jack Gray Transport, Inc. is the firm which transports the majority of MSS's waste to the Columbia Ridge Landfill in Gilliam County, Oregon. The Contractor shall coordinate his/her activities with the above contractors as well as any additional Metro contractors or Metro personnel. The Contractor shall operate under direction from Metro's Facilities Manager or his designated representative.

Loads of waste will be compacted by two types of compactors. One is an Amfab Transpak 500 which makes a single waste bale approximately 39 feet long. The other is a Shredding Systems, Inc. (SSI) compactor which builds two bales approximately 19 feet each per bale. With the SSI compactor, the first bale is partially extruded

into the trailer and remains in that position while the second bale is formed. Once the second bale is formed, the compactor pushes the second bale into the first bale until both bales are completely inside the trailer.

## 2.0 OPERATING PLAN - GENERAL

The Contractor is responsible for moving an empty trailer to the compactor and then setting and holding brakes until a load is received. The MSS operator is responsible for extruding the untied bale(s) of waste into the transfer trailer and installing a seal on the door handle.

The Contractor is responsible for inspecting the loaded trailers for damage and verifying that the seal was installed properly before transporting the load of waste from the transfer station. If Contractor's inspection of the seal indicates that the seal has been improperly installed, the Contractor shall immediately notify the transfer station operator and request a new seal. Failure to do so will preclude Contractor from any recovery for damages arising out of any improperly installed seal (see Item 7.2).

Contractor and transfer station operator shall use an interchange agreement for inspection of trailers, or a similar agreement as approved by Metro. Any damage caused to the trailer from receiving a load of waste must be noted on the interchange agreement. Any claims for damage resulting from receiving a load shall be made against the transfer station operator.

The MSS operator is responsible for providing a road legal load to the Contractor. Contractor is responsible for ensuring the load is road legal prior to leaving the site. Scales will be available onsite to determine if the load is road legal. If Contractor determines the load is not road legal, he/she shall utilize the walking floor to shift or unload waste as necessary to achieve a legal weight. Any unloading of waste shall be performed under the direction of the MSS operator. The MSS operator is responsible for providing assistance in achieving a road legal weight or in unloading an overloaded trailer if necessary.

Contractor is also responsible for any storage, maintenance, cleaning and replacement of trailers. No storage of trailers will be provided at MSS without the prior approval of Metro. No cleaning of trailers will be allowed at MSS without the prior approval of Metro.

The Contractor is allowed to utilize his/her equipment for purposes other than those connected with this Contract when not needed to perform this Contract, with the prior approval of Metro, except that the hauling of any food-related items in the trailers is prohibited. Such approval shall not be unreasonably withheld by



Metro.

The services provided by the Contractor shall be performed in accordance with all state, federal and local regulations. Any changes in operating procedures as described by these documents, or submitted by the Contractor as part of his/her bid, must be approved by Metro.

The Contractor will conduct his/her activities so as to maximize coordination with any Metro-designated party, and to minimize loading and unloading time spent at the transfer station and the MWEF, in a cost effective manner.

## 2.1 OPERATING PLAN - LIMITATIONS

Contractor is required to transport waste to the MWEF as requested, subject to the following conditions.

2.1.1 EQUIPMENT LIMITATIONS. Contractor is required to supply only one walking floor trailer. If Contractor is unable to transport the requested volumes with one walking floor trailer, it is at the option of the Contractor to supply the additional equipment, personnel, etc. to transport the requested volumes. However, the Contractor must transport waste when available throughout any given day and/or week to attempt to supply the requested amounts of waste. Contractor may utilize used trailers and tractors to provide the services required.

2.1.2 WASTE AVAILABILITY. Contractor is only responsible to transport waste as it is available. Contractor must continue to transport waste throughout the day/week if waste is available and the MWEF is willing to accept it, regardless of whether MSS is open to the public. Contractor must provide sufficient personnel to continue to transport waste in any given day/week without violating applicable regulations. Metro, or its designated representative, will determine the availability of waste.

2.1.3 MWEF REQUIREMENTS Contractor shall halt its transport of waste to the MWEF upon instruction from the designated MWEF representative, even though the requested amounts may have not been transported.

2.1.4 ROUTE LIMITATIONS Contract must use I-205 and I-5 in routing the trailers. Contractor shall access and egress I-205 and I-5 using the ramps closest to MSS and the MWEF.

## 3.0 COORDINATION

The Contractor is responsible for coordinating with the MSS operator, and the waste transporter, a schedule to receive loads of waste. The Contractor is also responsible for coordinating the unloading of the waste with the MWEF operator. Metro will act as the arbitrator of any disputes between Contractor and the other parties.

Contractor shall consult with both the MSS operator and the waste transport contractor daily to minimize disruptions to their operations. Metro's Facilities Manager, or designated representative, will issue guidelines as to queuing and other onsite activities.

Coordination meetings may be held monthly to review the progress of the work, discuss operational problems and procedures, and complaints. It will be the responsibility of the Contractor to prepare for and respond to complaints, charges, and allegations brought against him/her prior to this meeting. The Contractor will also be required to present a monthly report summarizing activities during the prior month and plans and schedules for future activities. The organization of and invitation to the meeting will be the responsibility of Metro.

The monthly summary report shall include at a minimum:

- Manifest of the tonnage by load.
- Complaint forms and recommended actions.
- Any extraordinary occurrences affecting Metro.
- Status of operating equipment.
- Any correspondence between Contractor and governmental bodies relevant to this Contract.

#### 4.0 WASTE FLOW AND HOURS OF OPERATION

MSS is open between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday; and 8:00 a.m. to 4:00 p.m. on Sunday. Waste volumes at the facility will fluctuate daily, weekly and monthly. Peak periods at MSS generally occur daily between 10:00 a.m. and 2:00 p.m. All waste is removed from the facility daily, usually by 10 p.m. weekdays.

#### 5.0 OPERATING RECORDS

The Contractor shall keep accurate records of all transactions in connection with this Contract. This includes, but is not limited to, Metro Transaction Tickets received at MSS, any receipts or correspondence from the MWEF and any communication from public agencies. Copies of such records shall be forwarded to Metro as

requested. Metro shall be informed of the existence of all such communications or correspondence through the monthly report.

Upon accepting the sealed load of waste the Contractor will receive three copies of a Metro Transaction Ticket from the MSS operator. The ticket will include the time, date, seal number, and tare weight of the vehicle components and the weight of the load as measured by the compactors' scales.

After transporting the trailer to the MWEF the MWEF operator completes and signs the Metro Transaction Ticket indicating the time and date received, verifying the seal number of the trailer, and verifying that the seal is intact. The Contractor, MWEF operator and Metro all receive a copy of the completed ticket. The Contractor shall forward Metro's copy of the ticket with the monthly billing.

The MWEF operator will weigh the Contractor's vehicle to determine the weight of the load. The MWEF operator will issue a receipt which the Contractor shall retain for his/her records. A copy of this receipt will accompany the monthly billing.

#### 6.0 PAYMENT

Payment for the transport of solid waste will be made based on the Contractor's per ton waste bid price multiplied by the number of tons transported per month. The number of tons will be determined by the MWEF operator's weighing of the load. Detailed payment procedures are contained in Attachment "B".

#### 7.0 Trailer Performance Requirements

Waste will be compacted at MSS by compacting equipment such as an AMFAB Transpak Model 500, or Shredding Systems Compaction System, designed to produce efficient payloads. Trailers shall be of the rear-load design capable of receiving an extruded load from the compactor. Walking floor trailers shall be used so waste can be unloaded at the MWEF.

Trailers shall be designed to minimize the spillage of liquids from the waste. The spillage of waste from the trailer while in transit or storage is prohibited. Consideration in the design should also be given to minimizing odor. The trailer must have solid walls, floor and rear doors. The roof of the trailer must be tarped at a minimum, or be solid. The use of screens is unacceptable. The doors must be fitted with seals to minimize the escape of liquids.

It is the intent of these Specifications to ensure that Contractor equipment is suitable for the arduous, heavy-duty service connected with solid waste transport. Trailers shall be of a construction capable of withstanding the extreme abuse expected from receiving



compacted solid waste. Contractor shall be fully responsible for replacing any trailer equipment which does not meet these standards, and for repairing any damage which occurs to the equipment as a result of loading, unless Contractor can demonstrate that such damage was attributable to compactor operator error.

All contractor-furnished equipment shall be properly maintained in a safe working condition at all times. Transfer tractors and trailers shall be suitably painted and/or refurbished so that they present an acceptable appearance in the opinion of Metro.

#### 7.1 Packaging Densities

The transfer station operator is responsible for the compaction and extrusion, into the Contractor's trailer, of an untied bale(s) of waste. The load of waste measures seven feet by seven feet up to 40 feet when inside the compactors. The MSS operator can vary the length and/or density of the bale(s) to optimize payloads. The Contractor must accept a load of waste weighing at least 20 tons while remaining road legal.

#### 7.2 Trailer Seals

At the completion of extruding the waste into the trailer, the transfer station operator will install a lock seal on the trailer such as a flat metal seal that prohibits removal by hand. Each seal will be marked with three letters (e.g., MSS for Metro South Station) identifying the facility, Contractor and a sequentially increasing set of at least four digits.

Example:           MSS-CON-0000

It is the responsibility of Contractor to ensure that the seal was properly installed before the trailer leaves the transfer station. Once the Contractor has verified that the seal is properly installed the waste contained within the trailer is the responsibility of the Contractor until the seal is broken by the disposal site operator. If the seal is broken by other than disposal site personnel, the Contractor will be responsible for all associated costs and liabilities involved with managing any waste contained within the trailer, above and beyond normal disposal costs.

#### 7.3 Trailer Cleaning

The Contractor shall clean trailers as often as necessary to prevent malodor, unsightliness, or attraction of vectors.

## 8.0 TYPES OF WASTES ACCEPTED

The Contractor shall accept and transport to the MWEF all waste which is sealed into Contractor's trailers at MSS. Contractor is prohibited from adding any material to the load once the seal has been installed. It will be the transfer station operator's responsibility to provide loads of acceptable solid waste for transport by the Contractor.

## 9.0 UNLOADING WASTE AT DISPOSAL FACILITY

Contractor is responsible for unloading all waste transported pursuant to this Contract at the MWEF. Upon arrival at the MWEF, Contractor and the MWEF operator will mutually inspect the trailer seal. The MWEF operator will indicate on all copies of the Metro Transaction Ticket whether the seal is intact and then sign for receipt of the load. If the seal is not intact Contractor shall notify Metro immediately and the load shall be unloaded per instructions from the MWEF operator. If the seal is intact, Contractor shall proceed to the unloading area.

## 10.0 INSPECTION

The Contractor shall permit inspection of all facets of the work by Metro, its representatives, and governmental authorities having jurisdiction over any parts of the work at all times. The inspectors for Metro will have all rights and duties granted to Metro.

Directions from such inspectors shall not relieve the Contractor of any responsibility or liability associated with his/her operations. Contractor shall remain fully responsible for all injuries, accidents, and other mishaps associated with his/her operations.

Metro will inform the Contractor at a premobilization meeting and at subsequent meetings as to which of Metro's employees will be responsible for routine inspections, and what authority such inspectors will have.

## 11.0 TRANSPORT SYSTEM REGULATIONS

### 11.1 General

The Contractor shall be responsible for obtaining all necessary approvals and permits for the services rendered under this Contract including, but not limited to, complying with all applicable State, Federal and Local regulations. Copies of all current permits and conditions shall be submitted with the Bid, together with a timetable for obtaining necessary permits not yet approved.

### 11.2 Trucking



All truck equipment shall comply with applicable local codes, state laws, and applicable federal requirements including, but not limited to, the following:

DEPARTMENT OF TRANSPORTATION  
Federal Motor Vehicle Safety Standards (FMVSS)  
Federal Motor Carrier Safety Regulations (FMCSR)  
Interstate Motor Carrier Noise Emission Standards

PUBLIC UTILITY COMMISSION OF OREGON REQUIREMENTS

ENVIRONMENTAL PROTECTION AGENCY (EPA)  
Control of Air Pollution from New Motor Vehicles and New  
Motor Vehicle Engines  
Interstate Motor Carrier Noise Emission Standards

Each tractor shall be equipped with a two-way radio capable of communicating with the Contractor's office and the appropriate personnel at the MWEF. All tractors shall be equipped with a 10-pound ABC fire extinguisher with a 4A 60BC UL rating. The use of "Jake" brakes is prohibited.

12.0 CONTINGENCY PLANS

12.1 General

The Contractor will submit to Metro comprehensive plans for dealing with the following:

- A. Emergency operating procedures in the event of a work stoppage by any of the Contractor's employees or subcontractors.
- B. Emergency procedures in the event of breakdown or accident of any of the major equipment components directly involved in the transport of waste controlled by the Contractor.
- C. Emergency procedures in the event of a breakdown in the unloading operation.
- D. Emergency inclement weather operating procedures to avoid any interruption of service.

Plans must include time frame, sources for the implementation of the plan, and a description of replacement equipment. Contingency plans must be approved by Metro but such approval shall not be construed as a limitation on Contractor's obligation to transport waste in a timely manner as described elsewhere in this contract.



## 12.2 Back-Up System

The Contractor shall provide back-up equipment within 8 hours of a breakdown.

## 12.3 Emergency

Contractor will provide to Metro a comprehensive plan designed to minimize hazards (during storage and transit) to human health and the environment; damage to property; the interruption of waste transfer and/or traffic along transportation routes due to:

- A. Fires and explosions
- B. Release of hazardous/unacceptable waste constituents
- C. Release of any solid waste constituents

The contingency plan must include:

- 1. A description of actions which transport personnel must take in response to A, B, and C above.
- 2. Evidence of arrangements with local emergency response agencies setting forth what services will be rendered by each agency in the event of an emergency.

The Emergency Contingency Plan in no way lessens the Contractor's full responsibility to comply with all applicable regulatory provisions for transporting solid waste.

## 13.0 SAFETY AND EMERGENCY RESPONSE TRAINING PROGRAM

Contractor is responsible for the safety of his/her employees. At a minimum an employee safety orientation and training program will be implemented prior to February 1, 1990 and will continue throughout the Contract term. The Contractor will designate a staff member to serve as the transportation system safety coordinator. The coordinator will be responsible for the implementation of the following program requirements:

- A. Newly hired employees will be provided with an orientation of the safety program, instructions regarding personal safety and the emergency and general contingency plan.

- B. A thorough investigation of all accidents to ascertain the cause and methods of preventing a reoccurrence of similar accidents.

If death or serious injuries or serious damages are caused by an accident related to this Contract the accident shall be reported immediately by telephone or messenger to Metro Solid Waste Department. In addition, the Contractor must promptly report in writing to Metro all accidents whatsoever arising out of, or in connection with the performance of the work, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor as a result of any accident related to this Contract, the Contractor shall promptly report the facts in writing to Metro, giving details of the claim.

#### 14.0 CONTRACTOR LIABILITY

The Contractor will be held responsible for any damage attributed to his/her operations including, but not limited to, equipment used in the loading the trailer. The Contractor shall repair or replace any such damage at no additional charge to Metro in a timely manner.

The Contractor will be responsible for all costs incurred from any release of solid waste or liquids during transport and storage. Contractor is responsible for any costs associated with unacceptable waste if the seal on the trailer is broken prior to being broken by the MWEF operator.

#### 15.0 ADDITIONAL WORK

Metro reserves the right to negotiate with the Contractor for the transportation of waste from or to any additional sites.



## ATTACHMENT "B"

### Compensation

1. Rates. For all work required under this Contract, Metro will make monthly payments to Contractor based on the rates set forth in the Contractor's Bid.

On or prior to the eighth day of each month, Contractor will submit to Metro a billing which indicates the quantity of waste transported from each transport site pursuant to the Contract. The value of unit price work shall be based upon the number of tons of waste actually transported according to the weight records from the MWEF for the calendar month just completed.

The Contractor shall furnish to Metro such detailed information as set forth in these Contract Documents (including records from the MWEF and MSS) and as Metro may request to aid in the preparation of monthly payments. After approval of Contractor's invoice by Metro, Metro will remit payment to the Contractor by the 25th day of the following month.

- B. Price Adjustment. Unit prices shall be adjusted up or down each year of this Contract, beginning one year from the first day of the month in which this Contract is signed, to reflect changes in the cost of doing business. The price adjustment change at the beginning of the second Contract year shall be in a percentage amount equal to the change of the Consumer Price Index between the previous year and the current year times the percentage adjustment bid in Contractor's Bid, as described below.

The following formula will be used to calculate the price adjustment: 
$$AU = \frac{(CI_x - CI_b)}{CI_b} + 1 \times PU$$

AU = Adjusted unit price  
CI<sub>x</sub> = Consumer Price Index in the current year (average)  
CI<sub>b</sub> = Consumer Price Index in the previous year (average)  
PU = Previous year's unit price

The Consumer Price Index will be based on the index entitled "West-A" from the U. S. Department of Labor, Bureau of Labor Statistics' publication entitled "Consumer Price Indexes, Pacific Cities and U.S. City Average/All Urban Consumers." The index will be a twelve (12) month average for the current year minus a twelve (12) month average for the previous year divided by the previous year's average. The price adjustment shall take place as soon as data are available retroactive to the Contract anniversary date.

**APPENDIX: Consisting of-**

**Flow projections to the MWEF  
Metro Disadvantaged Business Program  
Bid Forms**

Flow Projections to the MWEF for:  
1989 - 1993

## Marion County Annual Tonnage From Metro South Station

Month	1989	1990	1991	1992	1993	1994
January	4,026	1,098	3,592	3,592	3,592	3,592
February	0	1,182	1,371	1,371	1,371	
March	0	1,060	2,424	2,424	2,424	
April	1,537	13	0	0	0	
May	802	559	1,149	1,149	1,149	
June	744	866	0	0	0	
July	1,086	92	331	331	331	
August	0	75	0	0	0	
September	0	21	0	0	0	
October	0	1,000	1,978	1,978	1,978	
November	1,326	1,000	3,572	3,572	3,572	
December	0	1,000	4,116	4,116	4,116	
TOTAL	9,521	7,966	18,533	18,533	18,533	

## **Metro Disadvantaged Business Program**

Chapter 2.04, Metro Contract Procedures-  
Disadvantaged Business Program will be included in  
Documents released to Bidders



**BID FORMS: Consisting of-**

**Cover Pages**

**BID SCHEDULE**

**Questionnaire**

**Bid Bond Form**

**Disadvantaged Business Program Forms**

**Resident/Non-Resident Bidder Status Form**

**Signature Page**

COVER PAGES

NOTE TO BIDDER: Please type or use ink for completing BID FORMS.

To: METROPOLITAN SERVICE DISTRICT - Solid Waste Department

Address: 2000 S.W. First Avenue, Portland, OR 97201-5398

Bid Title: MARION CO. WASTE TRANSPORT SERVICES (NO. 90B-136-SW)

Bidder:

---

Address:

---

Date:

---

Bidder's Person to Contact for Additional Information on this Bid:

Name/Title:

---

Telephone No:

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BIDDER'S DECLARATION AND UNDERSTANDING

The Bidder, whose lawful signature binding it to the terms of this Bid as found on the Signature Page, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that the prices bid are made without collusion with any official, agent or employee of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined all of the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of the work involved, and that this Bid is subject to and made in accordance with the provisions and under the terms of all of the Contract Documents, which Documents are hereby made a part of this Bid.

Any printed matter or any letter or paper enclosed herewith which is not part of the Bidding Documents prepared by Metro or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is an offer to do all of the work in strict accordance with the Contract Documents.

This Bid is irrevocable for forty-five (45) days following opening

This Bid is irrevocable for forty-five (45) days following opening of bids.

#### CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after Notice of Conditional Award, sign the Contract in the form annexed hereto, and will at that time, furnish descriptions of all equipment, personnel, sites and other means necessary to do the work and descriptions of all materials necessary to complete all work as specified or indicated in the Contract Documents, and as requested by Metro.

#### SALES AND USE TAXES

The Bidder agrees to accept as full payment for the goods and/or services covered by this Bid the unit price amounts supplied by the Bidder. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowances for overhead and profit.

#### START OF WASTE TRANSPORT OPERATIONS AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin waste transport services as described in the Contract Documents on February 1, 1991, and to terminate such transport services on January 31, 1994, subject to the provisions set forth in Article V of the General Conditions.

The Bidder should be aware that it is Metro's intent to reduce the amount of waste landfilled, and that these efforts may significantly reduce the rate at which waste is transported for disposal.

**BID SCHEDULE**  
(Fill in all blank spaces)

<u>ITEM</u>	<u>FIGURES</u>	<u>WORDS</u>
1. Price per ton =	\$ <u>                    </u> (Unit Price)	_____
TOTAL BID PRICE =		
\$ <u>                    </u> (Price per ton)	X <u>55,599</u> (tons)	= \$ <u>                    </u> (Total Bid Price)

**ADDENDA**

The Bidder hereby acknowledges that he/she has received Addenda Numbers \_\_\_\_\_ (Bidder: Insert number of each Addendum received) to these Specifications.



## CONTRACT QUESTIONNAIRE

The following Questionnaire asks for information concerning the Contractor's organization, experience in projects similar to those described in the Contract Documents, and information relating to the equipment and operating plan the Contractor proposes to use during the Contract. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each question in the Questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder, and any substitutions or deviations shall be approved by Metro.

### Manner of Preparing and Filling in Forms

Unless indicated otherwise, the Contractor shall include information for only the specific single business organization or entity which is submitting a Bid for the work described in the Contract Documents and which would be the signatory on the Contract.

All answers and other entries on the forms, except signatures, shall be filled in on a typewriter or legibly printed. It is the responsibility of the Contractor to return all pages. Failure to do so may be grounds for rejection.

All answers and entries shall be specific and complete in detail. Metro reserves the right to make independent inquiries concerning the information submitted herein, to conduct any additional investigation necessary to determine the Contractor's qualifications, and to require the Bidder to supply additional information.

### Use of Attachments

Schedules, resumés, reports, diagrams, and other forms of information may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of this Questionnaire and any attachments is to supply information about the Bidder to Metro, so that Metro may determine the Bidder's qualifications to perform the work.

### Submission

The Questionnaire shall be submitted along with the Contractor's Bid in accordance with the information contained in the INVITATION TO BID section of the Contract Documents.

## ORGANIZATIONAL INFORMATION

**TYPE OF FIRM**      ☐ Corporation      ☐ Partnership      ☐ Individual

( ) Other - Describe

~~Please list parent organizations and their address and ownership percentages:~~

How many years has your firm used its present name? 1960-1961

**What were your firm's previous names?**

1. How many years experience has your firm had in the following type of work, in which the work listed was the primary task?

**As a  
Contractor**

**As a Sub-  
Contractor**

a. Solid Waste Transfer Operations

### b. Other Transfer Operations

2. List the projects you have undertaken in the last 5 years which fall into the categories listed under Item No. 1. List the projects shown in categories a, of Item No. 1 first. If space permits, list the remaining projects chronologically.

Project Owner, City, State or Country	Name of Project	Contract Amount	Type - Enter Letter from #1
1.			
2.			
3.			
4.			
5.			

- 
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

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- 
- 
- 
-

5. List the major equipment you plan to use for the Project. The information provided must demonstrate that the equipment will meet the requirements as described in the Contract Documents. The information shall include such information as the model, age, leased or owned, and maximum payloads.

6. List all permits, licenses and associated fees which will be required, including Public Utility Commission of Oregon requirements and the status of the permits/licenses.



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7. Please attach the most recent financial statement for your firm.

Confidential Information

Information submitted in this Questionnaire will be treated as confidential, as permitted in ORS 192.500, if requested by the Contractor. Do you wish to have the information treated as confidential? ☐ yes ☐ no  
(check one)

If yes which portions. \_\_\_\_\_

SUBMIT WITH BID

BID BOND

BOND NO. \_\_\_\_\_  
AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_  
a corporation duly organized under the laws of the state of \_\_\_\_\_  
having its principal place of business at \_\_\_\_\_  
\_\_\_\_\_, in the state of \_\_\_\_\_,  
and authorized to do business in the state of Oregon, as SURETY, are  
held and firmly bound unto \_\_\_\_\_

hereinafter called the OBLIGEE, in the penal sum of ONE THOUSAND DOLLARS  
(\$1,000), for the payment of which we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid  
for Waste Transport Services, said Bid, by reference thereto, being  
hereby made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Bid submitted by the PRINCIPAL is accepted, and the Contract  
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the  
proposed Contract and shall furnish other documents as required by the  
Contract Documents within the time fixed by the Contract, then this  
obligation shall be null and void; if the PRINCIPAL shall withdraw its  
Bid within forty-five (45) days of the Bid opening date or otherwise  
fail to execute the proposed Contract, the SURETY hereby agrees to pay  
to the OBLIGEE the penal sum as liquidated damages, within ten (10) days  
of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
Attorney-in-Fact

**DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM**

(To be submitted with Bid or Proposal)

Name of Metro Project: Marion County Waste Transport Services

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- \_\_\_\_\_ 1. Has fully met the Contract goals and will subcontract \_\_\_\_\_ percent of the Contract amount to DBEs and \_\_\_\_\_ percent to WBEs.
- \_\_\_\_\_ 2. Has partially met the Contract goals and will subcontract \_\_\_\_\_ percent of the Contract amount to DBEs and \_\_\_\_\_ percent to WBEs. The Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of Bid opening (or proposal submission date).
- \_\_\_\_\_ 3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM**

1. Name of Metro Project Marion County Waste Transport Services

2. Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

3. The above-named bidder intends to subcontract \_\_\_\_\_ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

<u>Names, Contact Persons, Addresses and Telephone Numbers, of DBE Firms Bidder Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total \_\_\_\_\_

Amount of Total Bid Price \_\_\_\_\_

DBE Percent of Total Bid Price \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED  
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING



**WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM**

1. Name of Metro Project Marion County Waste Transport Services

2. Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

3. The above-named Bidder intends to subcontract        percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

<u>Names, Contact Persons, Addresses and Telephone Numbers of WBE Firms Bidder Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total \_\_\_\_\_

Amount of Total Bid Price \_\_\_\_\_

WBE Percent of Total Bid Price \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED  
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING**

# INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Contract awarded pursuant to this Bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that it is in the public interest to do so (ORS 279.035). Metro finds that it is in the public interest to require the completion of this Affidavit by potential contractors.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

Contract: Marion Co. Waste Transport Services

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of Firm) and that I am authorized to make this Affidavit on behalf  
of my firm, and its owners, directors, and officers. I am the person  
responsible in my firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at  
independently and without consultation, communication or agreement with  
any other contractor, Bidder or potential Bidder, except as disclosed on  
the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and  
neither the approximate price(s) nor approximate amount of this Bid,  
have been disclosed to any other firm or person who is a Bidder or  
potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or  
person to refrain from bidding on this contract, or to submit a Bid  
higher than this Bid, or to submit any intentionally high or  
noncompetitive Bid or other form of complementary Bid.

(4) The Bid of my firm is made in good faith and not pursuant to  
any agreement or discussion with, or inducement from, any firm or person  
to submit a complementary or other noncompetitive Bid.

(5) \_\_\_\_\_ (Name of Firm), its affiliates,  
subsidiaries, officers, directors and employees are not currently under  
investigation by any governmental agency and have not in the last four  
years been convicted of or found liable for any act prohibited by state  
or federal law in any jurisdiction, involving conspiracy or collusion  
with respect to bidding on any public contract, except as listed and  
described on the attached sheet.

I state that \_\_\_\_\_ (Name of Firm) understands and  
acknowledges that the above representations are material and important,  
and will be relied on by \_\_\_\_\_  
(Name of Public Entity) in awarding the contract(s) for which this Bid

is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ (Name of Public Entity) of the true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
Name of Company/Position

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires:     /     /



**SIGNATURE PAGE**

The name of the Bidder submitting this Bid is \_\_\_\_\_

\_\_\_\_\_ doing business at

\_\_\_\_\_  
(Street) (City) (State) (Zip)

which is the full business address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of all of the partners, if the Bidder is a partnership or joint venture, or of all persons interested in this Bid as individuals are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Individual**

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Title

**If Partnership or Joint Venture**

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Name of Partnership or Joint Venture

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed name of Person Signing)

Title: \_\_\_\_\_

**SIGNATURE PAGE (continued)**

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State of Incorporation

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing

Title: \_\_\_\_\_

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1345 FOR THE PURPOSE  
OF AUTHORIZING ISSUANCE OF A REQUEST FOR BIDS FOR  
MARION COUNTY WASTE TRANSPORT SERVICES AND ENTERING  
INTO A CONTRACT WITH THE LOW, RESPONSIBLE, RESPONSIVE  
BIDDER

Date: October 25, 1990

Presented by: Chuck Geyer

### PROPOSED ACTION

Adopt Resolution No. 90-1345 authorizing issuance of the request for bids for Marion County Waste Transport Services (attached to the resolution as Exhibit 1) and authorizing the Executive Officer to enter into a contract with the low, responsive, responsible bidder in accordance with the requirements of the Metro Code.

### FACTUAL BACKGROUND AND ANALYSIS

Metro entered into an agreement with Marion County, Oregon, effective February 1990, to dispose of up to 40,000 tons of waste per year at the Marion County Waste-to-Energy Facility. Metro has provided waste to the facility since 1987. Per the agreement, Metro is to deliver the majority of this waste from the Metro South Station.

The request for bids for Marion County Waste Transport Services solicits bids from contractors to provide the transport services from Metro South Station to the Marion County Waste-to-Energy Facility. The transport services are currently being provided by Jack Gray Transport, Inc. through a change order to the Waste Transport Services contract which expires January 31, 1991.

The current project schedule (Attachment 1) shows that bids would be received in mid-December, 1990. Staff recommends that a month of mobilization time be provided the selected contractor. In order to provide at least a month for the selected contractor to mobilize, Resolution 90-1345 authorizes the Executive Officer to enter into a contract with the low, responsive, responsible bidder.

### BUDGET IMPACTS

Adequate funds exist in the FY 1990-91 budget for initial payments. Based on the contract entered into, appropriate funds will be budgeted in future fiscal years.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 90-1345 which authorizes the issuance of an RFB for Marion County Waste Transport Services, and execution of the resulting contract.



**Attachment #1**

CSWC Consideration of Bid Documents	Nov 6, 1990
Council Consideration of Bid Documents	Nov 22, 1990
Release Bid	Nov 23, 1990
Vendor Review	3.00 Weeks
Bids Received	Dec 13, 1990
Staff Review for Award	5.00 Days
Award	December 21, 1990

**If Council Awards**

CSWC Consideration of Award	January 15, 1991
Council Consideration of Award	January 24, 1991
Award	January 25, 1991

CG:jc  
marion\staff.rpt

## SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 90-1345, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR BIDS FOR MARION COUNTY WASTE TRANSPORT SERVICES AND ENTERING INTO A CONTRACT WITH THE LOW RESPONSIBLE, RESPONSIVE BIDDER

Date: November 7, 1990

Presented by: Councilor DeJardin

Committee Recommendation: At the November 6, 1990 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 90-1345. Voting in favor were Councilors Buchanan, Collier, DeJardin, Saucy and Wyers.

Committee Issues/Discussion: Chuck Geyer, Senior Management Analyst, explained that the resolution would authorize the issuance of a request for bids for waste hauling services to Marion County, and would also authorize the Executive Officer to enter into a contract with the low responsible, responsive bidder.

He said that Metro has entered into an agreement to supply Marion County with up to 40,000 tons of waste. The agreement provides Marion County with sufficient waste to maximize energy production at its Waste to Energy facility. Metro also benefits because the transport charge is less than the cost of transporting waste to Columbia Ridge Landfill.

The waste presently is hauled by Jack Grey Transport (JGT), under a change order which expires January 31, 1991. The Department is requesting authority to issue an RFB now so that the vendor will have approximately one month to mobilize.

Councilor Saucy asked how this agreement relates to the requirement that 90 percent of landfilled waste must go to Columbia Ridge. Mr. Geyer said there would be no impact since the waste is going to a recovery facility rather than a landfill.

TD:KF:pa  
K1:90-1345.RPT