

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 12-19

For the Purpose of Accepting Recology Portland Inc.'s Proposal for Solid Waste and Recycling Collection Services at the Oregon Convention Center (OCC) and Portland Expo Center (Expo) and Accepting Allied Waste Services' Proposal for Solid Waste and Recycling Collection Services at the Portland Center for the Performing Arts (PCPA) and Authorizing the General Manager of Visitor Venues to Enter Into a Three Year Agreement

WHEREAS, on July 25, 2012, Metro staff issued the formal Request for Proposal (RFP) #13-2176, Solid Waste and Recycling Collection Services for Metro Facilities and Visitor Venues; and

WHEREAS, staff received five responsive, responsible proposals before the RFP submittal deadline; and

WHEREAS, an evaluation committee comprised of operations staff representing OCC, Expo, Oregon Zoo, Metro Regional Center, PCPA and two external reviewers scored Recology Portland, Inc. highest for OCC and Expo and scored Allied Waste Services highest for PCPA; and

WHEREAS, no appeals or protests were received within the allotted appeal period; and

WHEREAS, based on solid waste and recycling collection frequency at OCC and Expo in the last year and pricing submitted in Recology's proposal it is expected that the two venues will spend approximately \$133,000.00 per year for this service; and

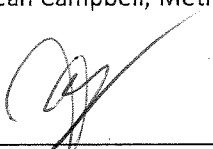
WHEREAS, based on solid waste and recycling collection frequency at PCPA in the last year and pricing submitted in Allied's proposal it is expected that the venue will spend approximately \$20,000.00 per year for this service.

BE IT THEREFORE RESOLVED AS FOLLOWS:

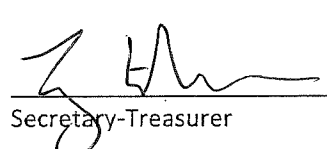
- The Metropolitan Exposition Recreation Commission accepts the proposal submitted by Recology Portland, Inc. for OCC and Expo and accepts the proposal submitted by Allied Waste Services for PCPA in response to RFP #13-2176, Solid Waste and Recycling Collection Services for Metro Facilities and Visitor Venues,
- Approves the award of a three year contract with Recology Portland, Inc. for services at OCC and Expo, substantially in the form as attached hereto, and
- Approves the award of a three year contract with Allied Waste Services for services at PCPA, substantially in the form as attached hereto, and
- Authorizes the General Manager of Visitor Venues to execute these two contracts to provide solid waste and recycling collection services for the three MERC venues on its behalf, and
- Authorizes the General Manager of Visitor Venues to execute annual amendments to these contracts as referenced in the RFP provided it is the best interest of MERC.

Passed by the Commission on October 3, 2012.

Approved as to form:
Alison Kean Campbell, Metro Attorney

By: 
Nathan Sykes, Senior Attorney


Chair


Secretary-Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the Purpose of Accepting Recology Portland, Inc. Proposal for Solid Waste and Recycling Collection Services at Oregon Convention Center (OCC) and Portland Expo Center (Expo) and Accepting Allied Waste Services Proposal for Solid Waste and Recycling Collection Services at Portland Center for the Performing Arts (PCPA) and Authorizing the General Manager of Visitor Venues to Enter Into a Three Year Agreement

Resolution No.: 12-19

Date: October 3, 2012

Presented by: Molly Chidsey

Background: On July 5, 2012, Metro issued a formal Request for Proposals for Solid Waste and Recycling Collection Services for Metro Facilities and Visitor Venues. Notice was sent to 36 commercial solid waste haulers permitted to operate within the City of Portland, was posted in the Portland Daily Journal of Commerce and the Asian Reporter. Five responsive, responsible proposals were received and evaluated by an operations team member from each venue. The evaluation criteria were: Project Work Plan/Approach (30 points), Corporate Experience (20 points), Budget/Cost Proposal (30 points), Diversity (10 points) and Sustainable Business Practices (10 points) for a total of 100 possible points. The Evaluation Committee scored Recology Portland, Inc. the highest proposer for Oregon Convention Center and the Expo Center. The Evaluation Committee scored Allied Waste Services as the highest proposer for Portland Center for the Performing Arts. Notice of Intent to Award the contract was sent out on September 13, 2012. No appeals were received.

The contract amounts are based on the frequency of services in the last several years and the unit prices submitted by the proposers. Because of the variability of services required (i.e. the amount of refuse generated at scheduled events and seasonality of venue schedules) and because solid waste disposal fees and the market rates of rebates on cardboard and other recyclables are variable, staff recommends that the contract amounts for Recology and Allied be based on a not-to-exceed price of \$450,000 and \$70,000 respectively. Each vendor may request modification to the contract price at the contract anniversary. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of components, i.e. dumping fees, involved in the contract.

Fiscal Impact: It is estimated that the three year agreement with Recology will not exceed \$450,000 and the three year agreement with Allied will not exceed \$70,000. Each vendor may request modification to the contract price annually. Requests must include justification for increase. Appropriation for refuse removal is included in the budget annually and funded from operating revenues.

Other Considerations: None

Recommendation: Staff recommends that the Commission, by Resolution No. 12-19, authorizing the award of two contracts:

- Recology Portland Inc. for Expo Center and Oregon Convention Center
- Allied Waste Services for Portland Center for the Performing Arts

and, authorizes the General Manager of Visitor Venues to execute both contracts.

Standard Public Contract

MERC CONTRACT NO. XXXXXX

Solid Waste and Recycling Collection Services – Oregon Convention Center (OCC) and Portland Expo Center (Expo)

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Recology Portland, Inc., whose address is 9345 N Harborside, Portland OR 97217, 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 MERC the goods described in the Scope of Work attached hereto as Attachment A, B, and C. 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 November 1, 2012 through and including October 31, 2015. This agreement may be renewed or extended for 2 additional one-year periods at MERC's sole discretion.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for a maximum price not to exceed four hundred fifty thousand and no/100TH DOLLARS (\$450,000.00) for work performed and/or goods supplied as described in the Scope of Work. This maximum price includes all fees, costs and expenses of whatever nature. Work shall be invoiced according to Attachment C, Pricing Structure. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by MERC on a Net 30 day basis upon approval of CONTRACTOR invoice.

Annual mutually agreed upon modification of the contract sum and terms of payment, are permissible on the anniversary date of the contract. Prices throughout the initial one (1) year term of the contract shall remain fixed. Contractor shall submit written requests for price revisions after the first year period in advance of receipt of order to Metro Procurement Services, Department of Finance and Regulatory Affairs, 600 NE Grand Ave., Portland, Oregon 97232. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of the components, i.e. dumping fees, involved in the contract. If the parties are unable to agree on the modification, Metro reserves the right to reject any price increase and to immediately terminate the contract.

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, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

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MERC 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. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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. 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.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the

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public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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 MERC, 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 MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

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B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC 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.

MERC 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.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under

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ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC 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

This Contract represents the entire and integrated agreement between MERC 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 MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVIII ASSIGNMENT

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

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ARTICLE XIV SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXI DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Recology Portland, Inc.
9345 N Harbortate
Portland OR 97217
XXX-XXX-XXXX fax

To MERC: Julie Hoffman
MERC
600 NE Grand Ave
Portland, Oregon 97232
503-XXX-XXXX fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

MERC Contract No. XXXXXX

Contractor shall provide all required equipment, material, tools, transportation and temporary facilities as applicable, experienced staff, labor, and supervision to perform the requested services at the Oregon Convention Center (OCC) and the Portland Expo Center (Expo). Contractor shall provide all labor, materials and equipment required to fully and completely perform the services, as described in this Scope of Work. The service shall be performed in conformance with all federal, state, and local rules, regulations, codes, and laws, including, but not limited to, the Metro Code and purchasing policies.

This contract includes:

- Oregon Convention Center, 777 NE Martin Luther King, Jr Blvd, Portland, OR 97232
- Portland Expo Center, 2060 North Marine Drive, Portland, OR 97217

Points of contact for the contractor, OCC and Expo are:

- Contractor's point of contact shall be: Cindy Rogers, (503) 283-2015
- Expo's point of contact shall be: Jim Caldwell, 503-736-5204, jimcaldwell@expocenter.org
- OCC's point of contact shall be: Matthew Uchtman, 503-731-7841, matthewuchtman@occ.org
- Facility concerns, requests, and questions may be emailed to: Metroservice@recology.com

A. Solid Waste and Recycling Collection and Disposition - General

- Coordinate specific pickup schedules and container locations with each facility. Contractor shall respond to requests for changes in pickups and or receptacles within one (1) business day.
- Provide collection receptacles at the inception of the contract that are free of graffiti and other markings.
- Provide a dispatch telephone number on all collection containers.
- Provide sufficient motor equipment to remove solid waste, recyclables and organics from the designated areas on the days of the week specified or on-call basis.
- Ensure that collection receptacles fit in the allotted space identified at each facility.
- Provide collection service on all compactor receiver boxes at least six (6) days per week, preferably seven (7) days per week, on an on-call basis between the hours of 6:00 AM and 5:00 PM. Contractor may arrange for earlier service if needed.
- Provide a "turnaround service" in addition to scheduled pickups upon notification by Facility no less than 24 hours in advance. Notify the appropriate facility contact at Facility immediately if scheduled pick-up cannot be completed for any reason.
- Ensure that materials are transported in vehicles that are fully enclosed and water tight.
- Schedule considerations for the Portland Expo Center: Operations at the Expo Center are both during busy show times and other times when there is no show. During exhibition shows, the parking lot is open for drop box pick-up and delivery. Normal hours are 7:30 A.M. to 4:00 P.M. Pickups of garbage and recycling are typically scheduled via email with a Service Request which includes detailed pickup instructions for that particular show.
- Schedule considerations for the Oregon Convention Center: The OCC loading dock is very busy with move in/out for events, which happen all hours of the day and night. Usually the quietest time on the dock is 2:00 – 8:00 A.M. and least likely to cause conflict with hauling service needs. The comingled recycling compactor is behind a gate that is sometimes locked. Access is easily made available by the OCC 24/7 security office also located on the dock.

B. Collection of Solid Waste for Disposal

- Pickup solid waste from each facility.
- Coordinate all service with each facility including days and times of service.

Scope of Work – Attachment A

MERC Contract No. XXXXXX

- Provide a sufficient number of receptacles for solid waste collection.
- Ensure the areas around the receptacles are clean and no debris remains after they are emptied.
- Provide labeling of receptacles that accurately describes the contents.
- Ensure that receptacles are in compliance with all city, state, and Metro rules and regulations.
- Provide a dispatch telephone number on all receptacles.

C. Collection of Recyclable Materials

- Pickup recyclable materials from each facility.
- Provide a sufficient number of receptacles for collection of recyclable materials.
- Provide labeling of receptacles that accurately describes the contents.
- Collect recyclables such that the materials are accepted at material recovery facilities (MRF's)
- As required by the City of Portland, maintain separation of glass from commingled recyclables from the point of collection to delivery to a MRF.
- Collect the following recyclable materials and any other materials mutually agreed to by Metro and the Contractor during the duration of the Service Contract:
 - Glass bottles and jars;
 - Aluminum, tin, and bi-metal food containers, and aerosol cans;
 - Plastic bottles and tubs that are more than 6 ounces and up to 5 gallons, plastic flower pots and buckets less than 5 gallons;
 - Gable top and aseptic cartons;
 - Mixed paper including craft paper, paperboard, newspaper, magazines/catalogs and office paper;
 - Corrugated cardboard boxes (excluding waxed cardboard or pizza boxes) which may be or may not be broken down and up to 48" x 72" maximum size;
 - Stretch wrap, sheet plastic and polyolefin and polyethylene bags;
 - Rigid plastic;
 - Styrofoam;
 - Sheet/table vinyl;
 - Ferrous and non-ferrous scrap metal;
 - Wood pallets and untreated dimensional lumber, painted or unpainted;
- The following materials are excluded from this contract, meaning that pickup and recycling services are not needed for these items. Excluded materials: electronics, hazardous waste, fluorescent lamps, confidential paper shredding and edible food donations.
- Any contaminated loads and the nature of the contamination, if known, shall be reported to the facility contact. If the contamination prohibits the materials from recovery and recycling, despise as solid waste and notify the facility contact.
- All recyclable materials properly sorted according to instructions agreed to by Metro and the Contractor must be delivered to a MRF or end market for recovery. Contractor is specifically prohibited from delivering source-separated glass to a landfill for use in roadbed applications or for any end use that will not count toward the state recovery rate.
- Haul mixed dry waste, including construction and demolition (C&D) debris, to a Metro-authorized Material Recovery Facility (MRF) for processing.
- Advise Facility of any enhanced or additional recycling services as they become available, including recycling opportunities for additional materials not listed in this contract.

D. Collection of Organics: Food Scraps, Yard Debris, Animal Manure and other organic waste materials

Metro requires that all organics be hauled directly, or through a transfer station, to properly permitted or franchised composting or anaerobic digestion facilities that will utilize all properly prepared organics as feedstock. The contractor may not deliver organics loads to a facility, either directly or through a transfer station that feeds

Scope of Work – Attachment A

MERC Contract No. ~~XXXXXX~~

that facility, that prior to processing separates out for disposal the serveware that is included for collection under this contract.

- Provide organics collection services.
- Provide all receptacles needed to haul organics from the facilities.
- Provide labeling of receptacles that accurately describes the contents.
- Collect the following compostable materials, at a minimum, listed below and any other materials mutually agreed to by Metro, and ensure that they are delivered to a facility that composts or anaerobically digests them:
 - Yard debris;
 - All food waste, including pre- and post-consumer waste;
 - Compostable paper, including waxed cardboard and food-soiled paper;
 - Herbivore manure and animal bedding material (specific to Oregon Zoo and Expo Center only); and
 - Compostable food serveware appearing on the City of Portland's most current approved list of products.
- Report any loads contaminated with non-compostable materials to the facility contact.

E. Complaint Handling Procedure

- Provide a dedicated telephone number on each container for complaints or inquiries from neighbors of Metro facilities. This number must be present on all exterior receptacles (garbage and recycling).
- Work cooperatively and in the spirit of good faith with Metro sites to promptly resolve any concerns that occur relative to providing services. Document all inquiries and complaints and share documentation on the inquiry as well as the action taken to Metro facility representatives.
- Respond to complaints by staff, neighbors of Metro facilities and Metro site representatives within one business day.

F. Tracking & Reporting

- Provide monthly reports to the Facilities. See Attachment B, List of Data to Report for details of what the monthly report includes.
- Contractor is required to use an Excel .CSV file provided by Metro for monthly reporting as described in this section of the Scope of Work. This Excel file template will be provided to the contractor at the start of the contract. Metro reserves the right to modify or update the reporting template at any time during the length of the contract. At a minimum, the monthly reports will contain the data points listed in Appendix B.
- Reports shall include the weight of materials collected from Metro facilities, in tons.
 - Provide copies of weight tickets from all loads taken directly to a transfer station or material recovery facility.
 - Provide estimated weights of landfill-bound waste, recovered materials and organics from receptacles that are emptied into a truck with materials from other non-Metro facilities, including separate weights for all categories of materials recovered for recycling or composting.
- Reports must be submitted in an Excel spreadsheet .CSV file format no later than the 15th of the month for the proceeding month's data to the designated facility operations manager at each site.
 - An electronic copy of the report shall also be emailed to Metro's Sustainability Coordinator each month for inclusion in Metro's waste and recycling tracking system and annual sustainability report to Molly.Chidsey@oregonmetro.gov.

G. Site Maintenance

Scope of Work – Attachment A

MERC Contract No. XXXXXX

- Immediately pick-up and/or clean-up any solid waste or recyclable materials (especially glass and paper) dropped while in the process of collections.
- Use absorbent materials to immediately clean-up engine or hydraulic oil leakage or any other type of fluid leakage from collection vehicles and remove and properly dispose of these materials.
- Clean the trash-room/collection areas quarterly as scheduled with facility contact.

H. Equipment

- All vehicles servicing Metro facilities listed in this contract must meet 2007 federal diesel engine emissions standards or better. Compliance with this requirement must be met within six (6) months of contract initiation.
- Keep all vehicles clean and presentable and clearly marked on the exterior with the name and telephone number of the Contractor and any appropriate permit shall be clearly mounted on the vehicle.
- Be solely responsible for all maintenance, repair, and upkeep of all contractor provided collection equipment and receptacles provided. The Contractor shall supply all fuel, oil, lubricants, parts, and service, including periodic cleaning of receptacles.
- Ensure that existing equipment and trucks have current registration.
- Report equipment failure resulting in delay of collection to the facility contact within two hours to the facility contact.

I. Safety

- Conduct services in a responsible manner, taking care not to harm persons or damage Metro property or equipment.
- Take precautions at all times to ensure the protection of all persons and property, and that the safety provisions of applicable laws, rules, regulations, building and construction codes shall be observed. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor.
- Provide barricades when work is performed in areas traversed by the public, or when deemed necessary by Metro.

J. Contract Management and Notices

- Notify Metro in writing of any changes in the ownership of firm or changes in the firm's ability to perform services.
- Provide notice of violations or legal action by any regulatory agency against the Contractor within 14 days of receipt.
- Provide notice of any complaints filed with the Department of Labor against the Contractor within 14 days of receipt.
- Provide notice of any changes of the primary and secondary processing facilities used for the recycled commodities within 14 days of the change.
- Provide notice of any changes of the MRF, processor or end market used for materials collected, including recyclable materials and organics within 14 days of the change.
- Upon request, Contractor shall attend regular meetings with the facilities

Payment and Billing

Work shall be invoiced according to Attachment C, Pricing Structure.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's

Scope of Work – Attachment A

MERC Contract No. XXXXXX

billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

Attachment B – List of Data to Report

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Contractor is required to use an Excel .CSV file provided by Metro for monthly reporting as described in Section F of the Scope of Work, Tracking and Reporting. This Excel file template will be provided to the contractor at the start of the contract. Metro reserves the right to modify or update the reporting template at any time during the length of the contract. At a minimum, the monthly reports will contain the following data points. Weight of materials is required to be reported in tons.

1. Hauler Name
2. Facility Name
3. Invoice #
4. Invoice date
5. Due date
6. Service date
7. Work order #
8. Material Name
9. Landfill-bound garbage (MSW, mixed solid waste) - tons
10. Recovered materials - tons
 - a. Glass
 - b. Commingled recyclables (paper, plastic and metal containers)
 - c. Organics (compost)
 - i. Yard debris
 - ii. Food waste
 - iii. Animal manure (Zoo only)
 - d. Paper
 - i. Office grade paper mix
 - ii. Other mixed paper
 - e. Cardboard
 - f. Dry Waste, including construction and demolition (C&D) materials
 - i. Metal
 - ii. Wood
 - iii. Concrete
 - iv. Carpet
 - v. Other dry waste materials
 - g. Plastics
 - i. Rigid plastics
 - ii. Styrofoam
 - iii. Mixed plastics
 - iv. Vinyl
11. Receptacle/container Type
12. Fee component: Fee types used in line components on invoice. (i.e. labor, materials, packaging, disposal)
13. Quantity (weight in tons)
 - a. Note whether the weight is from an actual scale ticket and provide a copy of the ticket with the monthly report, or whether the weight is an estimate, and refer to the method by which the estimate was created.
14. Unit of measure for material line item in tons (for weighed materials) or each (for fees not associated with a weight of material)
15. Rate
16. Charge Fee (\$)
17. Invoice Total

Attachment C – Pricing Structure

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Site	Receptacle Quantity	Receptacle Size	Unit	Receptacle type	Material	Estimated pickup schedule	Price per Receptacle Pick-up (dollars)	Disposal Cost (if applicable) (dollars)	Rebate per unit, if applicable* (based on OBM index)
Expo Center	1	30	Yards	Drop box	Garbage	On-Call	85.00	105.00	N/A
	1	30	Yards	Drop box	Cardboard	On-Call	85.00	N/C	OBM -50%
	1	30	Yards	Drop box	Commingled recycling	On-Call	85.00	N/C	OBM -50%
	10	30	Yards	Drop box	Garbage - special events	On-Call	85.00	105.00	N/A
	14	64	Gallons	Roll cart	Organics	On-Call	13.00		N/A
	21	64	Gallons	Roll cart	Commingled recycling	On-Call	N/C	N/C	N/A
Oregon Convention Center	1	25	Yards	Compactor	Wet waste	On-Call	85.00	105.00	N/A
	1	15	Yards	Compactor	Cardboard	On-Call	85.00	N/C	OBM -50%
	1	25	Yards	Compactor	Commingled recycling	On-Call	85.00	N/C	OBM -50%
	1	20	Yards	Compactor	Organics	Weekly	85.00	59.00	N/A
	20	64	Gallons	Roll cart	Glass	Weekly	N/C	N/C	N/A
	1	40*	Yards	Drop box	Scrap wood	On-Call	125.00	N/C	N/A
	1	40*	Yards	Drop box	Yard debris	On-Call	85.00	59.00	N/A
	1	40*	Yards	Drop box	Dry waste (C&D waste)	On-Call	85.00	85.00	N/A
				Bales	Bulk paper	Weekly	85/per truck	N/C	OBM -50%
				Bales	Film plastic	Weekly	85/per truck	N/C	OBM -50%
				Bales	Rigid plastic	Weekly	85/per truck	N/C	OBM -50%
				Bales	Vinyl	Weekly	85/per truck	N/C	OBM -50%
				Bales	Cardboard	Weekly	85/per truck	N/C	OBM -50%
				Bales	Styrofoam	Weekly	85/per truck	5/yard	N/A
		10*	Yards*	Drop box	Metal	On-Call	85.00	N/C	75% of MKT

Any quantities indicated are estimates. Metro does not guarantee any specific amount and shall not be held responsible for any deviation.

Facilities reserve the right to change, add or delete pickups, receptacles and locations. Changes shall be made at the unit prices provided in this pricing proposal sheet. Estimated pickup schedule represents typical schedule for the busier seasons at each facility.

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Solid Waste and Recycling Collection Services – Portland Center for the Performing Arts (PCPA)

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Allied Waste Services., whose address is 10239 NE Marx St, Portland OR 97220, 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 MERC the goods described in the Scope of Work attached hereto as Attachment A, B, and C. 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 November 1, 2012 through and including October 31, 2015. This agreement may be renewed or extended for 2 additional one-year periods at MERC's sole discretion.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for a maximum price not to exceed four seventy thousand and no/100TH DOLLARS (\$70,000.00) for work performed and/or goods supplied as described in the Scope of Work. This maximum price includes all fees, costs and expenses of whatever nature. Work shall be invoice according to Attachment C, Pricing Structure. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by MERC on a Net 30 day basis upon approval of CONTRACTOR invoice.

Annual mutually agreed upon modification of the contract sum and terms of payment, are permissible on the anniversary date of the contract. Prices throughout the initial one (1) year term of the contract shall remain fixed. Contractor shall submit written requests for price revisions after the first year period in advance of receipt of order to Metro Procurement Services, Department of Finance and Regulatory Affairs, 600 NE Grand Ave., Portland, Oregon 97232. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of the components, i.e. dumping fees, involved in the contract. If the parties are unable to agree on the modification, Metro reserves the right to reject any price increase and to immediately terminate the contract.

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, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC 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. MERC shall not

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be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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. 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.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to

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the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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 MERC, 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 MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

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C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC 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.

MERC 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.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as

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shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC 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

This Contract represents the entire and integrated agreement between MERC 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 MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVIII ASSIGNMENT

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

ARTICLE XIX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract



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shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXI DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Allied Waste Services
10239 NE Marx Street
Portland OR 97220
XXX-XXX-XXXX fax

To MERC: Julie Hoffman
MERC
600 NE Grand Ave
Portland, Oregon 97232
503-XXX-XXXX fax

CONTRACTOR

By _____

Print Name _____

Date _____

METROPOLITAN EXPOSITION RECREATION COMMISSION

By _____

Print Name _____

Date _____

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Contractor shall provide all required equipment, material, tools, transportation and temporary facilities as applicable, experienced staff, labor, and supervision to perform the requested services at Portland Center for the Performing Arts (PCPA). Contractor shall provide all labor, materials and equipment required to fully and completely perform the services, as described in this Scope of Work. The service shall be performed in conformance with all federal, state, and local rules, regulations, codes, and laws, including, but not limited to, the Metro Code and purchasing policies.

This contract includes three PCPA facilities:

- Keller Auditorium, 222 SW Clay, Portland, OR 97201
- Arlene Schnitzer Concert Hall, 1037 SE Broadway, Portland, OR 97201
- Antoinette Hatfield Hall, 1111 SW Broadway, Portland, OR 97201

Points of contact for the contractor and PCPA are:

- Contractor's point of contact shall be: Tannis Mittelbach, 503-253-5656, tmittelbach@republicservices.com
- PCPA's point of contact shall be Richard Wehring, 503-260-8464, richard.wehring@pcpa.com

A. Solid Waste and Recycling Collection and Disposition - General

- Coordinate specific pickup schedules and container locations with each facility. Contractor shall respond to requests for changes in pickups and or receptacles within one (1) business day.
- Provide collection receptacles at the inception of the contract that are free of graffiti and other markings.
- Provide a dispatch telephone number on all collection containers.
- Provide sufficient motor equipment to remove solid waste, recyclables and organics from the designated areas on the days of the week specified or on-call basis.
- Ensure that collection receptacles fit in the allotted space identified at each facility.
- Provide collection service on all compactor receiver boxes at least six (6) days per week, preferably seven (7) days per week, on an on-call basis between the hours of 6:00 AM and 5:00 PM. Contractor may arrange for earlier service if needed.
- Provide a "turnaround service" in addition to scheduled pickups upon notification by Facility no less than 24 hours in advance. Notify the appropriate facility contact at Facility immediately if scheduled pick-up cannot be completed for any reason.
- Ensure that materials are transported in vehicles that are fully enclosed and water tight.
- Schedule considerations for PCPA: Pickup needs to occur at these facilities between 12:00 A.M. (midnight) and 7:00 A.M. Arlene Schnitzer Concert Hall pickups are behind a locked roll-up door. Driver must use a key to unlock the door and access garbage and recycling. All PCPA locations currently have a set weekly schedule for service based on shows that coming week. PCPA submits that schedule on Fridays for the coming week (including over the weekend). PCPA will call-in this pickup schedule no less than 24 hours in advance to schedule an additional pickup when needed.

B. Collection of Solid Waste for Disposal

- Pickup solid waste from each facility.
- Coordinate all service with each facility including days and times of service.
- Provide a sufficient number of receptacles for solid waste collection.
- Ensure the areas around the receptacles are clean and no debris remains after they are emptied.
- Provide labeling of receptacles that accurately describes the contents.
- Ensure that receptacles are in compliance with all city, state, and Metro rules and regulations.

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- Provide a dispatch telephone number on all receptacles.

C. Collection of Recyclable Materials

- Pickup recyclable materials from each facility.
- Provide a sufficient number of receptacles for collection of recyclable materials.
- Provide labeling of receptacles that accurately describes the contents.
- Collect recyclables such that the materials are accepted at material recovery facilities (MRF's)
- As required by the City of Portland, maintain separation of glass from commingled recyclables from the point of collection to delivery to a MRF.
- Collect the following recyclable materials and any other materials mutually agreed to by Metro and the Contractor during the duration of the Contract:
 - Glass bottles and jars;
 - Aluminum, tin, and bi-metal food containers, and aerosol cans;
 - Plastic bottles and tubs that are more than 6 ounces and up to 5 gallons, plastic flower pots and buckets less than 5 gallons;
 - Gable top and aseptic cartons;
 - Mixed paper including craft paper, paperboard, newspaper, magazines/catalogs and office paper;
 - Corrugated cardboard boxes (excluding waxed cardboard or pizza boxes) which may be or may not be broken down and up to 48" x 72" maximum size;
 - Stretch wrap, sheet plastic and polyolefin and polyethylene bags;
 - Rigid plastic;
 - Styrofoam;
 - Sheet/table vinyl;
 - Ferrous and non-ferrous scrap metal;
 - Wood pallets and untreated dimensional lumber, painted or unpainted;
- The following materials are excluded from this contract, meaning that pickup and recycling services are not needed for these items. Excluded materials: electronics, hazardous waste, fluorescent lamps, confidential paper shredding and edible food donations. Facility will not knowingly include any of these types of items for pickup.
- Any contaminated loads and the nature of the contamination, if known, shall be reported to the facility contact. If the contamination prohibits the materials from recovery and recycling, despise as solid waste and notify the facility contact.
- All recyclable materials properly sorted according to instructions agreed to by Metro and the Contractor must be delivered to a MRF or end market for recovery. Contractor is specifically prohibited from delivering source-separated glass to a landfill for use in roadbed applications or for any end use that will not count toward the state recovery rate.
- Haul mixed dry waste, including construction and demolition (C&D) debris, to a Metro-authorized Material Recovery Facility (MRF) for processing.
- Advise Facility of any enhanced or additional recycling services as they become available, including recycling opportunities for additional materials not listed in this contract.

D. Collection of Organics: Food Scraps, Yard Debris, Animal Manure and other organic waste materials

Metro requires that all organics be hauled directly, or through a transfer station, to properly permitted or franchised composting or anaerobic digestion facilities that will utilize all properly prepared organics as feedstock. The contractor may not deliver organics loads to a facility, either directly or through a transfer station that feeds that facility, that prior to processing separates out for disposal the serviceware that is included for collection under this contract.

- Provide organics collection services.

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- Provide all receptacles needed to haul organics from the facilities.
- Provide labeling of receptacles that accurately describes the contents.
- Collect the following compostable materials, at a minimum, listed below and any other materials mutually agreed to by Metro, and ensure that they are delivered to a facility that composts or anaerobically digests them:
 - Yard debris;
 - All food waste, including pre- and post-consumer waste;
 - Compostable paper, including waxed cardboard and food-soiled paper;
 - Herbivore manure and animal bedding material (specific to Oregon Zoo and Expo Center only); and
 - Compostable food serviceware appearing on the City of Portland's most current approved list of products.
- Report any loads contaminated with non-compostable materials to the facility contact.

E. Complaint Handling Procedure

- Provide a dedicated telephone number on each container for complaints or inquiries from neighbors of Metro facilities. This number must be present on all exterior receptacles (garbage and recycling).
- Work cooperatively and in the spirit of good faith with Metro sites to promptly resolve any concerns that occur relative to providing services. Document all inquiries and complaints and share documentation on the inquiry as well as the action taken to Metro facility representatives.
- Respond to complaints by staff, neighbors of Metro facilities and Metro site representatives within one business day.

F. Tracking & Reporting

- Provide monthly reports to the Facilities. See Attachment B, List of Data to Report for details of what the monthly report includes.
- Contractor is required to use an Excel .CSV file provided by Metro for monthly reporting as described in this section of the Scope of Work. This Excel file template will be provided to the contractor at the start of the contract. Metro reserves the right to modify or update the reporting template at any time during the length of the contract. At a minimum, the monthly reports will contain the data points listed in Appendix B.
- Reports shall include the weight of materials collected from Metro facilities, in tons.
 - Provide copies of weight tickets from all loads taken directly to a transfer station or material recovery facility.
 - Provide estimated weights of landfill-bound waste, recovered materials and organics from receptacles that are emptied into a truck with materials from other non-Metro facilities, including separate weights for all categories of materials recovered for recycling or composting.
- Reports must be submitted in an Excel spreadsheet .CSV file format no later than the 15th of the month for the proceeding month's data to the designated facility operations manager at each site.
- An electronic copy of the report shall also be emailed to Metro's Sustainability Coordinator each month for inclusion in Metro's waste and recycling tracking system and annual sustainability report to Molly.Chidsey@oregonmetro.gov.

G. Site Maintenance

- Immediately pick-up and/or clean-up any solid waste or recyclable materials (especially glass and paper) dropped while in the process of collections.
- Use absorbent materials to immediately clean-up engine or hydraulic oil leakage or any other type of fluid leakage from collection vehicles and remove and properly dispose of these materials.
- Clean the trash-room/collection areas quarterly as scheduled with facility contact.

Scope of Work – Attachment A

MERC Contract No. XXXXXX

H. Equipment

- All vehicles servicing Metro facilities listed in this contract must meet 2007 federal diesel engine emissions standards or better. Compliance with this requirement must be met within six (6) months of contract initiation.
- Keep all vehicles clean and presentable and clearly marked on the exterior with the name and telephone number of the Contractor and any appropriate permit shall be clearly mounted on the vehicle.
- Be solely responsible for all maintenance, repair, and upkeep of all contractor provided collection equipment and receptacles provided. The Contractor shall supply all fuel, oil, lubricants, parts, and service, including periodic cleaning of receptacles.
- Ensure that existing equipment and trucks have current registration.
- Report equipment failure resulting in delay of collection to the facility contact within two hours to the facility contact.

I. Safety

- Conduct services in a responsible manner, taking care not to harm persons or damage Metro property or equipment.
- Take precautions at all times to ensure the protection of all persons and property, and that the safety provisions of applicable laws, rules, regulations, building and construction codes shall be observed. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor.
- Provide barricades when work is performed in areas traversed by the public, or when deemed necessary by Metro.

J. Contract Management and Notices

- Notify Metro in writing of any changes in the ownership of firm or changes in the firm's ability to perform services.
- Provide notice of violations or legal action by any regulatory agency against the Contractor within 14 days of receipt.
- Provide notice of any complaints filed with the Department of Labor against the Contractor within 14 days of receipt.
- Provide notice of any changes of the primary and secondary processing facilities used for the recycled commodities within 14 days of the change.
- Provide notice of any changes of the MRF, processor or end market used for materials collected, including recyclable materials and organics within 14 days of the change.
- Upon request, Contractor shall attend regular meetings with the facilities

Payment and Billing

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month.

Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the

Scope of Work – Attachment A

MERC Contract No. XXXXXX

email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

**Attachment B – List of Data to Report**

MERC Contract No. XXXXXX

Contractor is required to use an Excel .CSV file provided by Metro for monthly reporting as described in Section F of the Scope of Work, Tracking and Reporting. This Excel file template will be provided to the contractor at the start of the contract. Metro reserves the right to modify or update the reporting template at any time during the length of the contract. At a minimum, the monthly reports will contain the following data points. Weight of materials is required to be reported in tons.

1. Hauler Name
2. Facility Name
3. Invoice #
4. Invoice date
5. Due date
6. Service date
7. Work order #
8. Material Name
9. Landfill-bound garbage (MSW, mixed solid waste) - tons
10. Recovered materials - tons
 - a. Glass
 - b. Commingled recyclables (paper, plastic and metal containers)
 - c. Organics (compost)
 - i. Yard debris
 - ii. Food waste
 - iii. Animal manure (Zoo only)
 - d. Paper
 - i. Office grade paper mix
 - ii. Other mixed paper
 - e. Cardboard
 - f. Dry Waste, including construction and demolition (C&D) materials
 - i. Metal
 - ii. Wood
 - iii. Concrete
 - iv. Carpet
 - v. Other dry waste materials
 - g. Plastics
 - i. Rigid plastics
 - ii. Styrofoam
 - iii. Mixed plastics
 - iv. Vinyl
11. Receptacle/container Type
12. Fee component: Fee types used in line components on invoice. (i.e. labor, materials, packaging, disposal)
13. Quantity (weight in tons)
 - a. Note whether the weight is from an actual scale ticket and provide a copy of the ticket with the monthly report, or whether the weight is an estimate, and refer to the method by which the estimate was created.
14. Unit of measure for material line item in tons (for weighed materials) or each (for fees not associated with a weight of material)
15. Rate
16. Charge Fee (\$)
17. Invoice Total

Attachment C – Pricing Structure

MERC Contract No. XXXXXX

Site	Receptacle Quantity	Receptacle Size	Unit	Receptacle type	Material	Estimated pickup schedule	Price per Receptacle Pick-up (dollars)	Disposal Cost (if applicable) (dollars)	Rebate per unit, if applicable* (based on OBM index)
PCPA – Keller Auditorium	2	2	Yards	Dumpster	Cardboard	4x/week	NC	NC	NA
	3	65	Gallons	Roll cart	Commingled recycling	4x/week	NC	NC	NA
	3	9	Gallons	Roll Cart	Commingled recycling	4x/week	NC	NC	NA
	4	65	Gallons	Roll cart	Glass	4x/week	NC	NC	NA
	2	65	Gallons	Roll cart	Organics	4x/week	9.00	NC	NA
	2	3	Yards	Dumpster	Garbage	6x/week	13.00	NC	NA
PCPA – Arlene Schnitzer Concert Hall	3	65	Gallons	Roll cart	Commingled recycling	2x/month	NC	NC	NA
	3	65	Gallons	Roll cart	Glass	2x/month	NC	NC	NA
	1	2	Yards	Dumpster	Garbage	4x/week	12.00	NC	NA
PCPA – Hatfield Hall	4	65	Gallons	Roll cart	Commingled recycling	2x/week	NC	NC	NA
	1	65	Gallons	Roll cart	Glass	Weekly	NC	NC	NA
	3	65	Gallons	Roll cart	Organics	Weekly	9.00	NC	NA
	1	2	Yards	Compactor	Garbage	2x/week	27.00	NC	NA
	1	3	Yards	Cage	Cardboard	Weekly	NC	NC	NA

Any quantities indicated are estimates. Metro does not guarantee any specific amount and shall not be held responsible for any deviation.

Facilities reserve the right to change, add or delete pickups, receptacles and locations. Changes shall be made at the unit prices provided in this pricing proposal sheet. Estimated pickup schedule represents typical schedule for the busier seasons at each facility.