

**BEFORE THE METRO
CONTRACT REVIEW BOARD**

FOR THE PURPOSE OF AUTHORIZING)	Resolution No. 93-1793
AN EXEMPTION TO THE REQUIREMENT)	
OF COMPETITIVE BIDDING AND)	Introduced by Rena Cusma,
AUTHORIZING ISSUANCE OF A REQUEST)	Executive Officer
FOR PROPOSALS TO PROCURE HAZARDOUS)	
WASTE DISPOSAL SERVICES)	

WHEREAS, Metro operates a hazardous waste collection program, which includes two permanent household hazardous waste facilities and isolation of household and conditionally exempt generator waste from solid waste at Metro transfer stations, and may include other elements in the future; and

WHEREAS, hazardous waste transportation and disposal contractors will need to be selected to transport and properly dispose of the wastes collected in the hazardous waste program; and

WHEREAS, The FY 1993-94 Metro budget of the Solid Waste Department authorizes expenditures of a total of \$1,588,000 for hazardous waste disposal; and

WHEREAS, ORS 279.015 authorizes the exemption of certain contracts from the competitive bidding requirement; and

WHEREAS, Metro Code Section 2.04.010, as amended, requires an exemption for public contracts obtained through a Request For Proposals (RFP) process; and

WHEREAS, Metro Code Section 2.04.041(c) authorizes, where appropriate, the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition; and

WHEREAS, The Board finds that it is unlikely that exempting solicitation of hazardous waste transportation and disposal services from competitive bidding will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because: (1) a Request for Proposals process will be utilized; (2) the invitation to submit

proposals will be advertised; and (3) Requests for Proposals will be sent to a variety of hazardous waste management firms; and

WHEREAS, The Board also finds that the exemption will result in substantial cost savings to Metro because: (1) proposers will be allowed to recommend waste categorization procedures, waste disposal options, recycling alternatives, and other aspects of their services that result in decreased costs; and (2) cost will be a primary factor in the selection process; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

1. That the Contract Review Board hereby exempts the contract for hazardous waste transportation and disposal services for Metro's household hazardous waste collection program from the competitive bid process and authorizes staff to use a Request for Proposals solicitation process.

2. That the Metro Council approves issuance of the Request for Proposals for Transportation and Disposal of Wastes Collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs, Exhibit "A".

ADOPTED by the Metro Contract Review Board this 13th day of May, 1993.



Judy Wyers, Presiding Officer

JQ:ay
HHWSW931793.RES
April 14, 1993

EXHIBIT A

REQUEST FOR PROPOSALS

for

TRANSPORTATION AND DISPOSAL OF WASTES
COLLECTED IN METRO'S
HOUSEHOLD HAZARDOUS WASTE

AND

CONDITIONALLY EXEMPT GENERATOR WASTE
COLLECTION PROGRAMS

(RFP # 93R-22-SW)

METRO
Solid Waste Department
600 NE Grand Avenue
Portland, OR 97232
(503) 797-1650

MAY 1993

Printed on Recycled Paper

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**REQUEST FOR PROPOSALS FOR TRANSPORTATION AND DISPOSAL OF WASTES
COLLECTED IN METRO'S HOUSEHOLD HAZARDOUS WASTE AND CONDITIONALLY
EXEMPT GENERATOR WASTE COLLECTION PROGRAMS**

I. INTRODUCTION

The Solid Waste Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon, 97232-1700, is requesting proposals for the transport, recycling, treatment, storage, and disposal of materials collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs. Proposals will be due no later than 3 p.m., June 14, 1993 in Metro's business offices at 600 NE Grand Avenue, Portland, Oregon, 97232-1700, attention Jim Quinn, Solid Waste Department.

Metro has divided wastes into 35 categories. Proposers may submit proposals for disposal of one category, several categories, or all categories. Metro may award a single contract, or may award several contracts for one or more categories.

Metro will conduct a tour of the Metro South Household Hazardous Waste Facility for interested proposers on June 1, 1993 at 1 p.m. This facility is located at 2001 Washington Street, Oregon City, Oregon.

Further details concerning the project and proposal are contained in this document.

II. BACKGROUND

Metro is the agency responsible for household hazardous waste management in the Portland metropolitan area. In order to provide for convenient disposal of household hazardous waste for residents of the region, Metro decided to site permanent collection facilities at each of the two Metro-operated waste transfer stations. The first facility opened to the public in February of 1992, and is located at the Metro South Transfer Station, 2001 Washington Street in Oregon City, Oregon. The second facility, expected to open in July of 1993, will be at the Metro Central Transfer Station, at 6161 NW 1st St. in Portland, Oregon.

Metro is also planning some one-day satellite collections of household hazardous waste in various locations in the Metro region, as well as collection of wastes from conditionally exempt small quantity generators (CEG's).

Capabilities and Operation of Metro South HHW Facility

During its first year of operation, the Metro South HHW Facility received waste from over 10,000 customers. Each customer brought an average of 76 pounds of waste. While the majority of wastes received were paint or paint-related, a wide variety of other materials was also received.

The following table summarizes wastes received at the Metro South HHW Facility during its first year of operation:

Flammables	41%
Latex	36%
Aerosols	5%
Pesticides	4%
Acids, bases and oxidizers	2%
Cleaners	2%
Miscellaneous	11%

The Metro South HHW Facility is housed in a state-of-the-art hazardous materials handling and storage structure. Because household hazardous waste is exempt from RCRA regulation throughout collection and disposal [per 40CFR261.4 (b) (1)], the facility is not regulated as a TSD facility, although it meets most of the physical and operational requirements for a TSD.

All receiving, sorting and packaging of wastes at the Metro South HHW Facility is performed by Metro personnel. Materials are packaged in DOT approved drums, to the specifications of the transportation contractor and disposal facility. In addition, the facility has an area for the bulking of flammable paints and other materials into 55 gallon quantities. Metro obtains all drums and other packaging materials under separate contract.

The facility has the physical storage capacity for about 103 55-gallon drums. Within the facility, five segregated storage areas are utilized. A flammables storage area has a capacity of 65 drums, a poison/pesticide storage area has a capacity of 14 drums, an alkali storage area has a capacity of 18 drums, an acid storage area has a capacity of 6 drums, and an oxidizer area has a capacity of 4 drums.

All latex paint processing and storage is done in a separate building, adjacent to the main HHW facility. The exact drum capacity of this area has not been determined, but a large quantity of drums of latex can be stored. Latex paint is carefully sorted, and good quality paint is consolidated either for reprocessing for sale or for giveaway for reuse.

In addition to the physical storage limitations, the facility has a 90 day limit on storage of wastes collected, except for materials being accumulated for a feasible means of recycling, which may be stored for up to one year.

The facility has a laboratory for identifying unknown materials, and has developed a customized system for identification of unlabeled materials.

The facility has a computer and a modem. Metro is in the process of developing a barcode-based computer inventory system to produce drum lists when required, and to track storage and disposal of wastes.

The facility is open to the public on Thursdays, Fridays, and Saturdays 9 a.m. to 4 p.m. Waste pickups are conducted either on days during which the facility is not open to the public, or very early on operating days.

Metro Central HHW Facility

The capabilities and operation of the Metro Central HHW Facility are expected to be similar in many respects to those of the Metro South HHW Facility described above. The total drum storage capacity and individual storage area capacities are about two-thirds of those at the Metro South HHW Facility. All latex paint collected at the Metro Central HHW Facility will be shipped to the Metro South HHW Facility for processing. A latex processing annex is being planned, and if approved will be built in 1994.

Satellite Collection

During the contract period, Metro may conduct additional short-duration collections of household hazardous wastes at various sites within the Metro region. This program may require pickup of drummed wastes at sites other than Metro's household hazardous waste facilities.

Conditionally Exempt Generator Waste

Hazardous wastes generated by conditionally exempt small quantity generators (generally referred to as CEG's in Oregon) are exempt from RCRA per 40CFR261.5. In July of 1992 the EPA clarified that CEG waste could be commingled with household hazardous waste at approved household hazardous waste facilities, and that the resulting mixture would retain its RCRA-exempt status.

After this clarification was received, Metro began managing small amounts of CEG waste at the Metro South HHW Facility. Initially lab reagent wastes from the HHW Facility lab were commingled, as well as various wastes generated by other Metro facilities, including the Metro print shop and Zoo. Metro also receives a significant amount of hazardous waste that is isolated from municipal solid waste inside Metro's transfer stations. Although the generator of some of these wastes cannot be identified, Metro has developed a screening procedure to insure that these wastes are not generated by fully-regulated hazardous waste generators. Early in 1993, DEQ approved this procedure, and all of these CEG wastes are now commingled with household hazardous waste. This RFP addresses these combined HHW/CEG wastes.

Metro is also planning to conduct a pilot collection program for CEG's at the Metro Central HHW Facility starting in the summer of 1993. This will initially be a small-scale by-appointment collection program, in which CEG's will be charged for disposal of their wastes. A larger-scale CEG collection program may be developed in the future. All wastes from these programs will be commingled with the household hazardous waste received at the Metro Central HHW Facility.

Wilsonville Transfer Station

An additional Metro transfer station is expected to begin operation in the Wilsonville area in mid-1994. Household hazardous waste and CEG waste will be isolated from the solid waste received at this facility. These wastes will be managed by Metro technicians and will require proper transport and disposal.

Expected Participation Levels

Many factors make it difficult to predict future participation levels in Metro's HHW and CEG programs. The unknown effects of opening a second facility, and the effects of advertising, media coverage and public education efforts will influence the participation levels, as will the scope of any satellite collection and CEG collection programs. In addition, a \$5-\$10 charge will be instituted for use of Metro's household hazardous waste facilities starting in mid-1993, which may affect participation. For the purposes of this RFP, estimated annual waste quantities have been set at twice the amount received at the Metro South HHW Facility during its first year of operation.

Disposition of Wastes

Metro's use of in-house hazardous waste staff and utilization of the bulking room and other features of the permanent facilities allow considerable flexibility in the packaging of wastes collected. This in turn facilitates the development of new transportation, recycling and disposal opportunities. Metro's hazardous waste staff is committed to continuously seeking out new waste management opportunities, considering cost as a primary factor, but also putting considerable emphasis on environmental criteria, such as the degree of beneficial reuse/recycling, the environmental impact of disposal options, and the environmental record of proposed disposal facilities.

III. PROPOSED SCOPE OF WORK

The scope of work for each contract developed pursuant to this RFP may include the following provisions, and any other provisions agreed to during the contract negotiation process. Some of these elements may not apply depending on the dollar amount of the contract and the types of waste managed under the contract. Such exclusions will be addressed in final contract documents.

1. This contract shall be effective July 1, 1993 through June 30, 1995.
2. Contractor shall pick up wastes of selected categories and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.
3. Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities that are approved by Metro. Contractor shall ship all wastes to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of facilities that are approved by both Metro and Contractor will be developed.

4. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, all final disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's). All wastes that are sent from Metro directly to permitted TSDF's shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that TSDF's send signed manifest copies to Metro within standard processing times.
5. All final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that spoil the land, atmosphere, or water.
6. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, contractor may return that waste to Metro.
7. If Metro wishes to have wastes delivered to a disposal facility not currently on the approved facilities list, Contractor shall perform Contractor's standard facility auditing procedure within a reasonable period of time. If the facility meets Contractor's standards, the facility shall be added to the list of approved facilities. Contractor shall provide Metro with a detailed audit report. Contractor shall provide Metro with an estimate of facility audit costs. Metro shall reimburse contractor for reasonable costs associated with a facility audit, if audit is at Metro's request.
8. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's intention to ship to the unlisted facility. Metro shall inform Contractor of non-approval within thirty days of notification. If Metro does not object; the facility shall be added to the approved facilities list.
9. Metro shall normally notify Contractor at least two working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers and quantities of wastes to be picked up. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro, provided that the requested pick up time is during Contractor's regular business hours, and Metro has provided proper notice. Metro shall make all reasonable efforts to insure that the loading process takes less than one hour. Metro may require waste pickups on weekends or evenings for special events.
10. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes when required.

11. Contractor shall assist Metro with obtaining approved waste profiles when required.
12. Each calendar year quarter, contractor shall provide Metro with a report showing summaries of the final disposition of all wastes picked up at Metro HHW facilities by Contractor. This shall include information on number of drums sent to each disposal facility, and the status of all drums pending final disposal. If this report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.
13. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . Contractor shall handle wastes so identified in the same manner as other wastes are handled, or shall inform Metro of the reasons for the unacceptability of the identification, and of the nature of further testing requirements.
14. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:
 - A. Broad form comprehensive general liability covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.
 - B. Automobile bodily injury and property damage liability, insurance including MCS-90 endorsement.

Insurance coverage for general liability shall be a minimum of \$1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of \$5,000,000.

METRO, its elected officials, departments, employees and agents shall be named as an **ADDITIONAL INSURED**. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance prior to execution of the contract, showing that all contract requirements have been satisfied.

15. Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. The contractor shall provide Metro with certification of worker's compensation including employer's liability.
16. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, and the Oregon Public Utility Commission.

17. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.
18. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.
19. After one year, if Contractor's costs for management of a particular category of waste has increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.
If Contractor's costs for disposal of a particular category of waste has decreased significantly Contractor shall pass the decrease through to Metro.

A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

IV. PROPOSAL INSTRUCTIONS

Submission of Proposal

Please submit 5 copies of the proposal to Metro, addressed to:

Jim Quinn
Hazardous Waste Project Manager
Solid Waste Department
Metro
600 NE Grand Avenue
Portland, Oregon, 97232-1700,

Deadline

Proposals will not be considered if received at Metro's business office, 600 NE Grand Avenue, Portland, Oregon, 97232-1700, Attention Jim Quinn, Solid Waste Department, after 3:00 p.m. PDT on June 14, 1993.

RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP, or in addenda to this RFP, will not be considered by Metro in evaluating proposals.

If any Proposer has a question about this RFP or needs any clarification with regard to any portion of the RFP, inquiries must be made in writing to Jim Quinn, no later than June 2, 1993. If

Metro determines that a question asked is important and merits a response, the question and Metro's answer will be sent to all parties on the list of proposers (those parties who have received a copy of the RFP) on or before June 4, 1993. Any Proposer who has submitted a proposal and who subsequently receives an addendum, may supplement their proposal as they consider appropriate, provided that the supplementary material is provided on or before the due date for proposals.

In addition to the above, Metro may issue addenda to clarify or add to the RFP. In such an event, additional time to respond to the RFP or to provide supplementary material will be provided as appropriate.

Metro will conduct a tour of the Metro South Household Hazardous Waste Facility for all interested proposers on June 1, 1993, at 1 p.m..

Proposal Security

Each proposal must be accompanied by a certified or cashier's check or proposal bond executed on the prescribed form (see Attachment 2), payable to the Metro, in the amount of one thousand dollars (\$1000.00). Proposal bonds shall be returned to all proposers subsequent to final contract selections by Metro.

If a proposal addresses a small portion of this RFP, and proposer anticipates that the value of any contract awarded would be less than \$15,000, then proposer need not provide proposal security as described above.

Performance/Labor and Materials Bond

Within ten (10) days of Notice of Conditional Award, successful proposers may be required to execute and deliver to Metro a Performance and Labor and Materials Bond or a Letter of Credit conditioned upon the faithful performance of the Contract and the payment of all persons supplying labor and materials as prescribed under the terms of the contract. The Initial Bond or Letter of Credit shall be for the term of the Contract. The Performance and Labor and Materials Bond or the Letter of Credit shall be for the full amount of the contract and be in a form specified by Metro.

The Surety or Banking Institution furnishing this Bond or Letter of Credit, as provided on the attached Surety Form (Attachment 3), shall have a rating of at least A and be of the appropriate class for the relevant bond amount according to Best's Key Rating System and shall otherwise have a sound financial standing and a record of service satisfactory to Metro and shall be authorized to do business in the state of Oregon. The Attorney-in-Fact (Resident Agent) who executes this Bond or Letter of Credit on behalf of the Surety or Banking Institution must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety or Banking Institution on the date of execution of each Bond or Letter of Credit.

Contract Type

Metro intends to award a Public Contract with all selected Contractors. A copy of the standard contract form approved by Metro General Counsel is attached. Any proposed changes in the language, construction or requirements of the document must be raised and resolved as a part of the RFP process. All respondents are therefore advised to review, clearly document, and include a response to this document in their proposal.

Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

V. PROPOSAL CONTENTS

1. A transmittal letter which indicates who will be the project manager, and states that the proposal will be valid for ninety (90) days after the submittal date; include the name, title, address, and telephone number of an individual or individuals with authority to contractually bind the company during the period in which Metro is considering proposals.
2. Proposal Price Forms (Attachment 1) with appropriate sections filled for each category for which the Proposer wishes to be considered. Additional instructions on filling out the Proposal Price Forms can be found at the beginning of the Proposal Price Forms section, (Attachment 1).
3. Describe all other fees or costs that would be incurred in the course of performing duties described in the scope of work, including but not limited to: transportation charges, profiling fees, surcharges for unusually small or large shipments, etc. Also describe any ways in which proposer may be able to assist Metro in reducing costs for handling or disposal of household and CEG wastes.
4. If relevant to the categories that are covered by Proposer's submission, describe requirements for identifying "unknown" materials that Metro receives, identifies, and packages for disposal.
5. Describe your firm's experience with transportation and disposal of hazardous wastes in general, and with household hazardous wastes and CEG wastes specifically. Describe your experience also with managing co-mingled household and CEG wastes, if any.

6. Include a list of at least two (2) present or former customers of your firm who can attest to your firm's performance in hazardous waste transportation and disposal. Include contact person and phone number. If possible, these customers should be household hazardous waste or CEG waste generating customers.
7. List all regulatory permits currently held by your firm that apply to transportation, handling, or disposal of hazardous materials and hazardous waste. Provide the name, address, telephone number, and if possible a contact person for all regulatory agencies that oversee compliance for these permits.
8. Proposal Security in the form of a certified or cashier's check or completed Proposal Bond Form (Attachment 2). See Proposal Instructions for more information.
9. Surety Form for Performance/ Labor and Materials Bond(Attachment 3). See Proposal Instructions for more information.
10. Optional exceptions and comments section. To facilitate evaluation of proposals, Metro requires that all responding firms adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in a distinct section of their proposal. Exceptions or comment should be succinct, thorough and organized.

VI. GENERAL CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.

VII. EVALUATION

Evaluation Procedure

Proposals received that conform to the proposal instructions and respond to the scope of work will be evaluated. Proposals will be reviewed by a selection committee. The basis for evaluation will follow the criteria identified below.

Each waste category on the Proposal Price Forms will be evaluated separately. Successful proposers may be selected for contract award for a single category, for several categories, or for all categories for which they have provided information.

Proposers who receive the highest score for one or more waste categories using the evaluation criteria below will be sent a Notice of Conditional Award identifying the waste categories for which the proposer has been selected for contract negotiations. If the selection committee requires additional information to properly evaluate the proposals for any waste category, Metro may request interviews with some proposers before a final evaluation is made.

Evaluation Criteria

The criteria used in evaluating each submitted proposal for each waste category shall be as follows:

Criteria

General compliance with the RFP. (10 points)

Costs for transportation and disposal of individual waste category, including labor and material costs which would be incurred by Metro in preparing wastes to meet proposer's specifications. (50 points).

Environmental soundness of disposal method (see note below). (25 points).

Proposer's experience, qualifications and compliance record (15 points).

Environmental soundness of disposal methods will be rated based on the waste reduction hierarchy shown on the instruction page of the Proposal Price Forms, Attachment 1, and on the environmental record of the final disposal site, if available.

VIII. ATTACHMENTS

- 1. Proposal Price Forms**
- 2. Proposal Bond Form**
- 3. Surety Form**
- 4. Metro Standard Contract**

Attachment 1

PROPOSAL PRICE FORMS

Instructions:

All waste categories described in the following pages contain waste from household sources and/or from conditionally exempt generators (CEG's).

In the Notes, changes: section Proposer should indicate any changes to the category description or to packaging requirements, including types of wastes acceptable, contaminant limits, drum type, liquid quantity restrictions, container type and size limitations, and drum list requirements for each category. Any other comments on disposal of a particular category should also be noted in the Notes/Changes section.

Proposer's price information should be provided with the knowledge that Proposer may be awarded a contract for a single category, for several categories, or for all categories for which Proposer has provided information. Any proposals submitted in which the proposal price for any category is made conditional upon also receiving waste of another category will be deemed non-responsive.

Indicated quantity generated per year are estimates only; Metro guarantees no minimum quantities in any category.

In the disposal method section for alternate methods, proposer should either use one of the disposal methods from the waste reduction hierarchy, described below, or if proposer indicates a disposal method not on this list, proposer should provide an explanation of the disposal method. In all cases the indicated disposal facility must be allowed under federal and state law to dispose the indicated waste category using the proposed disposal method

Waste reduction hierarchy, (ordered from most desirable to least desirable):

Reuse- beneficial use of the waste, generally in a manner similar to that which the product was originally intended for, with minimal processing before use.

Recycle- processing of the waste to extract or reclaim components that may be beneficially used.

Energy Recovery- use of a high-BTU material as a fuel in an industrial facility. Does not include use to fuel combustion in a destructive incineration facility .

Treatment- processing of water-based liquids or water-soluble solids through an industrial-type water-treatment system to remove hazardous constituents, and monitored discharge of the cleaned-up water portion of the waste.

Incineration- destructive incineration in which energy is not recovered. Includes use to fuel combustion in destructive incineration.

Landfill- land disposal in a permitted hazardous waste landfill.

AF1 A-Fuel Liquids

Quantity generated per year: 780 drums

Description:

Pumpable flammable liquids, up to 8% halogenated, up to 15% water, BTU value greater than 6000 BTU/pound, lead less than 2500 ppm. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No isocyanates. Antifreeze acceptable, although category H preferable. PCB content < 50 ppm. Asbestos-containing materials acceptable.

Current packaging specifications:

DOT 17E drum, new drums only, bulk. Outside of drum should be clean.

Current disposal method: Energy Recovery

Proposer's price for this method: _____/55-gallon drum

Additional charge per gallon of non-pumpable material: _____/gallon

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

AF2 A-Fuel Solids

Quantity generated per year: 180 drums

Description:

Non-pumpable flammable materials, chlorides less than 5%. Includes all items under category A, as well as semi-solid solvent-based adhesives and caulks, and tars and other roofing compounds. Asbestos-containing materials acceptable.

Current packaging specifications:

DOT 17H drum, new drums only, bulk. Outside of drum clean.

Current disposal method: Energy Recovery

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

AFL Flammables, loosepack Quantity generated per year: 72 drums

Description:

Small containers of solvent-based materials that are too labor-intensive to bulk by hand. Generally 1/2 pint and smaller metal and glass containers, as well as squeeze tubes and other oddly shaped containers. All materials in categories AF1 and AF2 are acceptable.

Current packaging specifications:

DOT 17H drum, reconditioned OK, loose pack.

Current disposal method: Energy Recovery

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

E Isocyanates Quantity generated per year: 4 drums

Description:

Any isocyanate-containing product, often in an aerosol-type can, or 1 part of two-part foam systems.

Current packaging specifications:

DOT 17H drum, reconditioned OK, loose pack.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

G Latex/water-based waste Quantity generated per year: 740 drums (170 drums if non-paint only)

Description:

Water-based glues, polishes, cosmetics, or other water-based, low hazard materials. Water from lab sink goes here. Non-recyclable latex paint OK, but best to go to category GA.

Current packaging specifications:

DOT 17H drum, new drums only, bulk. Outside of drum should be clean.

Current disposal method: Solidification/Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

GA Latex waste- ash recycle Quantity generated per year: 570 drums

Description:

Waste latex, rejected from on-site recycling sort. Must be paint only.

Current packaging specifications:

DOT 17H 55-gallon new only.

Current disposal method: Incineration/ Ash Recycle

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

GR Latex, unsorted, unbulked Quantity generated per year: up to 65,000 gallons

Description:

Currently Metro is doing on-site sorting for recycling. Information for this category is only speculative, and will only be utilized if costs are favorable compared to our current practice. Metro may choose to utilize this service only for relatively small quantities when volumes are heavy, so proposers should indicate pricing for smaller quantities as well as any price reductions for larger quantities.

Current packaging specifications:

Individual unopened, unsorted cans of latex paint as received from households. These may be loose packed in drums or loaded into transportable bins.

Disposal method: Recycle

Proposer's price for this method: _____/actual gallon or
_____ / gallon- by can size

Proposed processing facility:

Proposed shipment method (drums, pallet-mounted bins, other):

Notes, changes:

H Antifreeze Quantity generated per year: 2800 gallons

Description:

Ethylene glycol antifreeze, generally used and mixed with water.

Current packaging specifications:

Plastic drum preferable. Material is pumped out of drum on site.

Current disposal method: Recycle

Proposer's price for this method: _____/gallon

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

II Batteries- button cell Quantity generated per year: 50 pounds

Description:

Small silver button-cell watch and camera batteries. Consists of mixed silver and mercury-containing batteries.

Current packaging specifications:

Shippable plastic bucket.

Current disposal method: Recycle

Proposer's price for this method: _____/pound

Proposed disposal facility:

Proposer's price for alternate method _____/

Disposal method:

Disposal facility:

Notes, changes:

I2 Batteries- nickel/cadmium Quantity generated per year: 500 pounds

Description:

Rechargeable nickel-cadmium batteries, all sizes.

Current packaging specifications:

DOT 17H drum, reconditioned OK, loose pack, must be lined.

Current disposal method: Recycle

Proposer's price for this method: _____/pound

Proposed disposal facility:

Proposer's price for alternate method _____/pound

Disposal method:

Disposal facility:

Notes, changes:

I3 Batteries- dry cell Quantity generated per year: 15 drums

Description:

Household batteries, including regular and alkaline.

Current packaging specifications:

DOT 17H drum, reconditioned OK, must be lined, loose pack.

Preferred disposal method: Recycle

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

J Cleaners & disinfectants Quantity generated per year: 44 drums

Description:

pH 3-11 water-based cleaners, disinfectants, and surfactants.

Current packaging specifications:

Plastic tight-head drum, bulk.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

K1 Acids- treatable Quantity generated per year: 30 drums

Description: Sulfuric, hydrochloric, and phosphoric acid.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste.
Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid,
other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

K2 Acids- organic Quantity generated per year: 14 drums

Description:

Organic acids or mixtures of inorganic acids and organic materials.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

K3 Acids- inorganic Quantity generated per year: 72 drums

Description: All inorganic acids besides those in treatable category.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

L1 Alkalis- treatable Quantity generated per year: 30 drums

Description:

Alkaline drain cleaners, bleach, and certain other alkaline materials.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste.
Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid,
other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

L2 Alkalis- non-treatable Quantity generated per year: 93 drums

Description: Cleaners, disinfectants pH 12-14, photo developer, sulfur, other alkaline materials.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste.
Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid,
other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

M1 Oxidizers- treatable Quantity generated per year: 15 drums

Description:

Solid potassium and sodium hypochlorite, as well as analogous pool products, including sodium dichloroisocyanurate, or dichloro-s-triazine trione compounds. Liquid varieties go to L1. Also calcium hypochlorite, hydrogen peroxide.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Treatment

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

M2 Oxidizers- non-treatable Quantity generated per year: 13 drums

Description: Nitrates, chlorates, chromates, and other oxidizing compounds.

Current packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

N1 Pesticides- flammable Quantity generated per year: 58 drums

Description:

Toxaphene, chlordane, pentachlorophenol, lindane, and certain other pesticides, as well as unknown pesticides identified as flammable.

Current packaging specifications:

DOT 17H drum, reconditioned OK, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

N2 Pesticides Quantity generated per year: 410 drums

Description:

All pesticides not in N1.

Current packaging specifications:

DOT 17H drum, reconditioned OK, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

P1 PCB's- non-TSCA regulated Quantity generated per year: 14 drums

Description:

Fluorescent ballasts and electronic capacitors that are non-leaking, with total volume less than 100 cubic inches, or with total volume up to 200 cubic inches and total weight less than 9 lbs.

Current packaging specifications:

DOT 17H, reconditioned OK, loose-packed.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Q1 Aerosols- flammable Quantity generated per year: 160 drums

Description:

All aerosols that are not pesticides, alkaline cleaners, or isocyanates. Odd-sized spray paints go here, but standard size best to go to Q4.

Current packaging specifications:

DOT 17H, reconditioned OK, loose pack.

Current disposal method: Depressurization/ Contents to energy recovery

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Q2 Aerosols- corrosive Quantity generated per year: 4 drums

Description:

Aerosols containing alkaline cleaning products.

Current packaging specifications:

DOT 17H, reconditioned OK, with liner, loose pack.

Current disposal method: Depressurization/ incineration of contents

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Q3 Aerosols- poisons Quantity generated per year: 56 drums

Description:

Pesticide-containing aerosols.

Current packaging specifications:

DOT 17H, reconditioned OK, loose pack.

Current disposal method: Depressurization / incineration of contents

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Q4 Aerosols-paint only Quantity generated per year: 260 drums

Description:

Aerosol paint cans, standard size only. Lacquers, varnishes, etc. OK

Current packaging specifications:

DOT 17H, loose pack.

Current disposal method: Depressurization/Contents to ash recycle

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

R2 Water reactives Quantity generated per year: 75 pounds

Description:

Calcium carbide, sodium hydrosulfite, zinc phosphide >10%, others as added.

Current packaging specifications:

DOT 17C or 21C fiber drum, with absorbent added to fill drum to at least 90% full, drum list inside drum as well as regular drum list.

Current disposal method: Incineration

Proposer's price for this method: _____/pound

Proposed disposal facility:

Proposer's price for alternate method _____/pound

Disposal method:

Disposal facility:

Notes, changes:

R7 Organic peroxides Quantity generated per year: 70 pounds

Description:

Methyl ethyl ketone peroxide (must be less than 50% peroxide, less than 9% available oxygen), benzoyl peroxides, cumene hydroperoxide.

Current packaging specifications:

DOT 17C or 21C fiber drum, with absorbent added to fill drum to at least 90% full, drum list inside drum as well as regular drum list.

Current disposal method: Incineration

Proposer's price for this method: _____/pound

Proposed disposal facility:

Proposer's price for alternate method _____/pound

Disposal method:

Disposal facility:

Notes, changes:

S3 Compressed gases, misc. Quantity generated per year: 10 cylinders

Description:

Any compressed gas other than propane (always in heavy-walled metal cylinder).

Current packaging specifications:

Case by case basis.

Current disposal method: Treatment

Proposer's price for this method: _____/cylinder

Proposed disposal facility:

Proposer's price for alternate method _____/cylinder

Disposal method:

Disposal facility:

Notes, changes:

V PPE Quantity generated per year: 75 drums

Description:

Gloves, tyvek suits, booties, etc., contaminated with HHW/CEG waste. Can also include test tubes, droppers, test papers, contaminated debris, etc.

Current packaging specifications:

DOT 17H drum, reconditioned OK.

Current disposal method: Landfill

Proposer's price for this method: _____/55-gallon drum
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum
Disposal method:
Disposal facility:

Notes, changes:

Z2 Oil-water mixes Quantity generated per year: 5 drums

Description:

Motor oil with any visible water.

Current packaging specifications:

If its to be pumped out, any drum OK. For shipment in drum DOT 17E.

Current disposal method: Energy recovery

Proposer's price for this method: _____/55-gallons
Proposed disposal facility:

Proposer's price for alternate method _____/55-gallons
Disposal method:
Disposal facility:

Notes, changes:

Z3 Oil Filters Quantity generated per year: 20 drums

Description:

Used car and truck oil filters.

Current packaging specifications:

Loose-packed in open-top 55-gallon drum

Current disposal method: Recycle Metal/Energy Recovery Insides

Proposer's price for this method: _____/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method _____/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

BID BOND

(NOTE: BIDDERS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, _____, as PRINCIPAL, and _____, a corporation organized and existing under and by virtue of the laws of the state of _____ and duly authorized to do surety business in the state of Oregon and name on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto the METRO, as OBLIGEE, in the sum of \$ _____ in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to METRO a certain Bid for work required for the Repairs and Improvements to the Roof and Ventilation System at Metro South Station at Metro South Station, which work is specifically described in the accompanying Bid;

NOW, THEREFORE, if Metro does not award a contract to the PRINCIPAL within the time specified in the Instructions to Bidders for the work described in said Bid, or in the alternate, if said Bid shall be accepted and the PRINCIPAL, within the time and in the manner described under the Contract Documents, enters into a written contract in accordance with the Bid, files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials as required by law, and files the required certified copies of insurance policies and certificates of insurance, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligation of said SURETY and this bond shall be in no way impaired or affected by any extension of the time within which Metro may accept such Bid; and said SURETY does hereby waive notice of any such extension.

If more than one surety is on this bond, each surety hereby agrees that it is jointly and severally liable for all obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals ____ day of _____, 19__.

SURETY

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

SURETY

If the Bidder is awarded a Contract on this Bid, the surety or sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

SURETY

ADDRESS

1. _____

2. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 2000 S.W. First Avenue, Portland, OR 97201-5398, 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 ____, 19__ through and includin

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 purchase and maintain at the contractor's expense, the following types of insurance covering the contractor, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
- B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$250,000 per person, \$500,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

The contractor, its subcontractors, if any, and all employees working under this contract shall comply with ORS 656.017 for all employees. The contractor shall provide METRO with certification of workers' compensation insurance including employer's liability.

If required in the attached Scope of Work, the contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in minimum of \$500,000. METRO shall receive certification of insurance and 30 days notice of material change or cancellation.

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. ORS Chapter 279 states, in part, that the Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage to all their subject workers. 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; MINORITY 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.

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 Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications 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

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PUBLIC.FRM
July 24, 1992

QUINHWWTRANS2.RFP
April 9, 1993



METRO

2000 SW First Ave.
Portland, OR 97201-5398
(503) 221-1646

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 4/14/93

Department SOLID WASTE

Subject

Division OPERATIONS

Bid Contract

Name JIM QUINN

RFP Other

Vendor no.

Title HAZ. WASTE PROJ. MGR.

Contract no.

Extension 293

Purpose

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract
 Grant
 Other

Budget code(s) 531-310291-526613

531-310291-526613

Price basis

Unit
 Total
 Other

Term

Completion
 Annual
 Multi-year**

This project is listed in the
1993 -1994 budget.

Yes Type A TYPE NOT YET
 No Type B DESIGNATED

Payment required

Lump sum
 Progress payments

7/1/93
Beginning date

6/30/95
Ending date

Total commitment	Original amount	\$ _____
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ _____
	A. Amount of contract to be spent fiscal year <u>'93 - '94</u>	\$ <u>1,588,000.00</u>
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals _____
 Division manager _____ Department director _____ Labor _____
 Fiscal _____ Budget _____ Risk _____
 Legal _____

* See instructions on reverse. ** If multi-year attach schedule of expenditures *** If A or B is less than C and other line items total sufficient amount

Competitive quotes, bids or proposals:

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____

Comments: _____

Attachments:

- Ad for bid
- Plans and specifications
- Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
Contract number should appear on the summary form and all copies of the contract.
2. Complete summary form.
3. If contract is:
 - A. Sole source, attach memo detailing justification.
 - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

- Workers comp
- Auto
- Professional liability
- Prevailing wages
- Non-standard contract
- Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance/payment* \$ _____

_____ % Performance \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 93-1793, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING AND AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS TO PROCURE HAZARDOUS WASTE DISPOSAL SERVICES

Date: April 9, 1993

Presented by: Sam Chandler
Jim Quinn

PROPOSED ACTION

Approve Resolution 93-1793 to authorize the use of a request for proposals to procure hazardous waste transportation and disposal services, to authorize issuance of the attached RFP (Exhibit A).

BACKGROUND

Metro has been operating the Metro South Household Hazardous Waste Facility for about 15 months, and plans to begin operation of the Metro Central Household Hazardous Waste Facility this summer. Metro also conducts a load check program at each transfer station, which isolates some household and conditionally exempt generator (CEG) hazardous wastes requiring disposal. In addition, some Metro facilities generate small amounts of hazardous waste, including the Metro print shop, and the Metro Washington Park Zoo.

The transportation and disposal of all of these wastes is currently performed by three contractors. All of the contracts expire at the end of June, 1993.

JUSTIFICATION FOR USING RFP PROCESS

Metro's hazardous waste program strives to manage all wastes in a manner that maximizes both cost-effectiveness and environmental considerations. The use of an RFP process to procure hazardous waste transportation and disposal services provides a degree of flexibility that greatly facilitates the attainment of these two goals.

The hazardous waste transportation and disposal firms that service the Pacific Northwest have varying capabilities, and generally varying relationships with final recycling and disposal facilities. Some regional contractors may have developed in-house treatment and recycling methods, while others may ship wastes around the country to facilities under their control. A wide variety of hazardous wastes are received at Metro's facilities, and each potential disposal contractor will have certain types of wastes for which they offer particularly attractive pricing or otherwise unavailable processing or disposal technologies. The details of categorization and packaging that each contractor requires can vary significantly, and it is necessary to leave open these specific details in order to capitalize on strengths of the various hazardous waste management firms.

The RFP details 34 different categories of waste, based on the sorting procedures currently employed at the Metro South HHW Facility. Proposers are asked to provide separate pricing information for each waste category, and are informed that each category will be evaluated separately. The most highly rated proposer for each category will be contacted for contract negotiations, and so it is likely that several contracts will be awarded.

Proposals solicited will include information on the types of waste that may be included in each of the proposer's waste categories, the packaging requirements for each category, and the proposed disposal methods. The proposals will be evaluated by a committee, category by category, based on the following criteria:

General compliance with the RFP. (10 points)

Costs for transportation and disposal of individual waste category, including labor and material costs which would be incurred by Metro in preparing wastes to meet proposer's specifications. (50 points).

Environmental soundness of disposal method. (25 points).

Proposer's experience, qualifications and compliance record (15 points).

The RFP includes a detailed Proposed Scope of Work, and all contracts negotiated will adhere to the provisions outlined therein.

When hazardous waste disposal services were procured in 1991 in preparation for the opening of the Metro South HHW Facility, Council authorized an exemption to the requirement for competitive bids and the RFP process was successfully utilized. Operations currently has three contracts in effect to transport, process and dispose of material. Because of the complex nature of hazardous waste transportation and disposal, and the cost savings and environmental benefits that will result, a Request for Proposals process remains the most desirable approach to selecting transportation and disposal contractors for Metro's hazardous waste program. Operations anticipates that additional vendors will be found who can provide less expensive processing and disposal options for select parts of the total hazardous waste stream.

BUDGET IMPACT

The 1993-1994 budget has budgeted \$1,588,000 for hazardous waste disposal.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Resolution No. 93-1793.

JQ:ay
HHWSTAF93.RPT
April 14, 1993

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1793, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING AND AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS TO PROCURE HAZARDOUS WASTE DISPOSAL SERVICES

Date: May 6, 1993

Presented by: Councilor McLain

Committee Recommendation: At its May 4 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 93-1793. Voting in favor: Councilors McFarland, McLain, Washington and Wyers. Councilor Buchanan was excused.

Committee Issues/Discussion: The purpose of this resolution is to issue a request for proposals for disposal of the various types of household hazardous wastes (HHW) received at Metro's HHW disposal facilities. When the facility at Metro South opened Metro entered into a contract with a single vendor to dispose of this material. As additional wastestreams were identified, two additional contracts were signed.

Sam Chandler, Solid Waste Operations Manager, explained that staff now believes that cost savings can be achieved by dividing the HHW wastestream into some 30+ components and allowing vendors to offer proposals to dispose of one or more of these components. The RFP would allow proposals for separate components of the wastestream.

Councilor McLain asked if logistical or administrative problems might occur if a large number of vendors are responsible for HHW disposal. Jim Quinn, Solid Waste Staff, explained that there will likely not be more than five vendors. He noted adequate storage space is available to segregate the loads for each vendor and that pickup times can easily be staggered.

Councilor Wyers asked why a competitive bidding process was not used instead of an RFP process. Chandler explained that a proposal process would allow vendors to submit innovative disposal or recycling alternatives that could not be anticipated in a competitive bidding document.

Wyers asked who would be on the evaluation committee. Chandler noted that the HHW facility site managers, the HHW site chemist, and Metro contract staff would be on the committee. Wyers requested, and Mr. Chandler concurred, that a Councilor and Council staff should be on the committee.