

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION NO. 95-2157
SOLICITATION OF BIDS FOR HAULING OF WASTE	)	
TIRES FROM METRO'S SOLID WASTE FACILITIES	)	Introduced by Mike Burton
AND AUTHORIZING THE EXECUTIVE OFFICER	)	Executive Officer
TO EXECUTE A MULTI-YEAR CONTRACT	)	

WHEREAS, Metro receives approximately 45,000 waste tires annually at its solid waste transfer stations; and

WHEREAS, Metro has a policy of recycling waste tires received at its solid waste transfer stations; and

WHEREAS, Waste tires have to be hauled from the transfer stations to a tire recycling facility; and

WHEREAS, The current contract for hauling waste tires from Metro's transfer stations to a tire recycling facility expires June 30, 1995; and

WHEREAS, Metro desires to use a public bidding process to obtain a new contract for hauling waste tires from the transfer stations to a tire recycling facility;

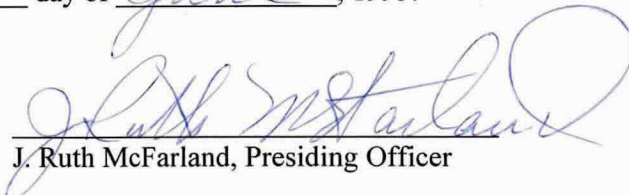
WHEREAS, Tire hauling is listed in the 1995-96 Fiscal Year Budget as a Type "A" contract which pursuant to Metro Code Provision 2.04.032(d) requires authorization by Council prior to a release of a Request For Bids (RFB); and

WHEREAS, Metro Code Section 2.04.033(a)(1) requires the Metro Council to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year; 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, That the Metro Council hereby approves the issuance of RFB #95B-13-SW (Exhibit A) as attached to provide hauling of waste tires from Metro's solid waste transfer stations to a tire recycling facility, and authorizes the Executive Officer to execute a multi-year contract with the low, responsive, responsible bidder.

ADOPTED by the Metro Council this 15 day of June, 1995.

  
J. Ruth McFarland, Presiding Officer



METRO

600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1700

Procurement Review Summary

MAY 11 1995

To: Procurement and Contracts Division

Vendor

From

Date 5/8/95

Department Solid Waste

Subject

Division Operations

Name Ray Barker

Bid

Contract

Title Asst. Operations Manager

RFP

Other

Vendor no.

Contract no. RFB#95B-13-SW

Extension 1694

Purpose Hauling of waste tires.

Expense

Procurement  Personal/professional services  Services (L/M)  Construction  IGA

Revenue

Contract

Grant

Other

Budget code(s)

531-310294-524190-75000

531-310295-524190-75000

Price basis

Unit

Total

Other

Term

Completion

Annual

Multi-year\*\*

This project is listed in the  
199\_5-1996\_ budget.

Yes

No

Type A

Type B

Payment required

Lump sum

Progress payments

July 1, 1995  
Beginning date

June 30, 1997  
Ending date

Total commitment	Original amount	\$ 114,778.00 (estimate)
	Previous amendments	\$
	This transaction	\$
	Total	\$
	A. Amount of contract to be spent fiscal year 1995 - 1996	\$ 57,389.00 (estimate)
	B. Amount budgeted for contract	\$
	C. Uncommitted/discretionary funds remaining as of	\$

Approvals

Division manager

Fiscal

Department director

Budget

Labor

Risk

Legal

Competitive quotes, bids or proposals:

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

Comments: \_\_\_\_\_

- Attachments:
- Ad for bid
  - Plans and specifications
  - Bidders list (MW/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

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates:

Project estimate: \_\_\_\_\_

Ads \_\_\_\_\_ (Publication) \_\_\_\_\_

Funding:

Pre-bid meeting \_\_\_\_\_ Bid opening\*\* \_\_\_\_\_

Local/state

Filed with council \_\_\_\_\_ For action \_\_\_\_\_

Federal

Filed with council committee \_\_\_\_\_ For hearing \_\_\_\_\_

Other

Bond requirements:

_____ % Bid \$ _____	_____ % Performance/payment \$ _____
_____ % Performance \$ _____	_____ % LM \$ _____

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

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

EXHIBIT A

<b>BID FOR</b> <b>HAULING OF WASTE TIRES FROM METRO'S</b> <b>SOLID WASTE FACILITIES</b>  <b>PURSUANT TO A TWO-YEAR SERVICE</b> <b>CONTRACT WITH METRO</b>				Date: MAY 1995	
				BID #95B-13-SW	
				Address Bid to: RAY BARKER METRO SOLID WASTE DEPARTMENT 600 NE GRAND PORTLAND, OR 97232	
The undersigned, having full knowledge of the specifications for the item(s) listed below offers and agrees that this bid shall be irrevocable for at least 60 calendar days after the bid opening date and time, and if accepted, to furnish and/or all item(s) at the prices offered and delivered at the designated point(s) within the time specified in the schedule					
ITEM #	SUPPLIES/EQUIPMENT	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	AS PER ATTACHED: SCHEDULE OF BID PRICES.				
(DO NOT INCLUDE COST OF PERFORMANCE BOND)					\$
The undersigned will deliver FOB destination the above supplies and or equipment within _____ calendar days after receipt of order. (For maximum time see SCOPE OF WORK)					
Cash Discount for prompt Payment: _____% _____ calendar days after acceptance of goods (See Instruction to Bidders)					
ADDRESS FOR DELIVERY (See Scope of Work)			MANUFACTURED BY:		
			MODEL #:		
			MANUFACTURER GUARANTY ENCLOSED: ___ YES ___ NO		

**SCHEDULE OF BID PRICES**

Metro will require the hauling of an estimated 92,000 waste passenger and truck tires and approximately 700 bundles of waste bicycle tires. In this schedule of bid prices the "number of units" shall mean the estimated quantity required during the term of the contract; this term does not indicate or guarantee any minimum or maximum quantity. The unit price will apply to whatever quantity is actually ordered by Metro during the term of the contract.

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

<u>Item No.</u>	<u>Number of Units</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	3,600	Hauling of Light Truck tires	\$	\$
		(Words)	(Figures)	
2.	19,032	Hauling of Tires on Rims	\$	\$
		(Words)	(Figures)	
3.	69,368	Hauling of Tires off Rims	\$	\$
		(Words)	(Figures)	
4.	700	Hauling of Bicycle Tires off Rims (700 bundles; ten tires per bundle)	\$	\$
		(Words)	(Figures)	
<b>TOTAL BID AMOUNT</b>			\$ _____	

**BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:**

(Check or complete all applicable boxes or blocks.)

- 1. **BID BOND:** Bidder has complied with Metro's requirements for \$500.00 bid surety and guarantees that this bid is irrevocable for the period specified herein;
- 2. **PERFORMANCE BOND:** Cost of the Bond, if required, is not included but will be: \_\_\_\_\_ (\$ \_\_\_\_\_). This amount will be reimbursed by Metro over and above the contract bid price.
- 3. **CONFLICT OF INTEREST:** Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
- 4. **RESIDENT/NON-RESIDENT:** Undersigned Bidder states that it is a  resident or  non-resident of the state of Oregon. State in which Bidder resides: \_\_\_\_\_.
- 5. **TYPE OF BUSINESS ORGANIZATION:** Bidder operates as  an individual,  a corporation, incorporated under the laws of the state of \_\_\_\_\_,  a non-profit organization,  a partnership. (If partnership, list/attach names of the partners)
- 6. **OREGON LICENSE:** If a corporation,  it is, or  is not, licensed with Oregon Corporation Commission.
- 7. **REGISTRATION NO:** \_\_\_\_\_ with Construction Contractors Board.
- 8. **DOING BUSINESS AS:** Provide any assumed names utilized:

FIRM OR CORPORATION NAME: \_\_\_\_\_

NAME OF LOCAL REPRESENTATIVE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

STREET CITY STATE ZIP

TELEPHONE NUMBER: AREA CODE ( )

FAX NUMBER: AREA CODE ( )

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON:

**NOTE:** If Bidder desires to make an offer, but cannot sign contract, attached letter of explanation re: who will sign and time required for authorized signature.

Proposals must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject, Request for Bid number and opening date, and delivered to Metro on or before the date and time of the bid opening. (See Instructions to Bidders)

**BID BOND**

BOND NO. \_\_\_\_\_  
AMOUNT: \$ 500.00

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ having its principal  
place of business at \_\_\_\_\_, in the state of \_\_\_\_\_, and  
authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto \_\_\_\_\_  
hereinafter called the OBLIGEE, in the penal sum  
of FIVE HUNDRED AND NO/100 DOLLARS (\$ 500.00), for the payment of which we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT: WHEREAS the PRINCIPAL is  
herewith submitting a **BID FOR HAULING WASTE TIRES FROM METRO SOLID  
WASTE FACILITIES** said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract  
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and  
shall furnish any bond(s) required by the Contract Documents within the time fixed by the  
Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the  
proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE  
the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_

\_\_\_\_\_  
SURETY

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

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

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## **INVITATION TO BID**

Metro is requesting bids for hauling of waste tires from Metro's solid waste facilities to a Metro-designated disposal/recycling facility (RFB #95B-13-SW). Potential bidders may obtain bid documents by contacting the Solid Waste Department, 797-1650. Sealed bids must be delivered to the Solid Waste Department at Metro, 600 NE Grand, Portland, Oregon 97232-2736, to the attention of Ray Barker, Assistant Operations Manager, no later than 3:00 PDT, June 5, 1995, at which time they will be publicly opened and read in the Council Chamber.

The contract contemplated consists of picking up and hauling approximately 92,000 waste passenger and truck tires and approximately 700 bundles of waste bicycle tires (ten tires per bundle) from Metro's solid waste facilities to a Metro-designated disposal/recycling facility (currently Waste Recovery, Inc. located at 8501 N. Borthwick, Portland, OR 97217). Metro's solid waste disposal facilities are located as follows:

Metro Central Station  
6161 NW 61st  
Portland, OR 97210

Metro South Station  
2001 Washington Street  
Oregon City, OR 97045

The length of the contract is two years (July 1, 1995, through June 30, 1997).

## **INSTRUCTIONS TO BIDDERS**

### **BID**

Metro is soliciting bids for hauling of waste tires from Metro's solid waste facilities to a Metro-designated disposal/recycling facility (RFB #95B-13-SW). Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro, Solid Waste Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Ray Barker, Assistant Operations Manager, no later than 2:00 p.m., PDT, June 5, 1995, at which time they will be publicly opened in the Metro Council Chamber. A bid may not be submitted by Facsimile (FAX) transmittal.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Written amounts shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, they must be returned by the Bidder with the bid.

### **COST OF BID**

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

### **ERRORS/OMISSIONS**

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; not in complete conformance with any and all conditions of the bidding documents.

## **ADDENDA TO PLANS OR SPECIFICATIONS**

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least four (4) days prior to the Bid opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least forty-eight (48) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse him from complying therewith, if he is awarded the contract. (All references to "he" in this document shall include the feminine reference of "she.")

## **MODIFICATION OF BID**

An offer to modify the bid which is received from the successful Bidder after award of contract which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

## **WITHDRAWAL OF BIDS**

A Bidder may withdraw its bid in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by FAX. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

## **LATE BID**

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

## **EXECUTION**

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Bid is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid . Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

All signatures must be in longhand, with the name and title of the signer typed or printed below the signature.

To facilitate evaluation of Bids, Metro requires that all Bidders adhere to the format, rules and procedures outlined by this RFB. Bidders that wish to take exception to, or comment upon, any provision within this RFB are encouraged to document their concerns within the Bid document.

Comments, conditions or exceptions should be thorough, succinct, well organized and therefore totally self-explanatory. The Bid must leave no ambiguity, need no clarification, and allow no interpretation.

Metro encourages the Bidders to propose management alternatives that reuse, recycle, or recover energy from wastes.

Metro may deem nonresponsive and therefore reject any Bid which fails to conform with, abide by, or otherwise comply with any of the above requirements.

## **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

It is understood that the Bidder, before submitting his Bid has made a careful examination of the plans, specifications, and contract; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials.

## **COMPLIANCE**

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statues, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

## **ELIGIBILITY**

Prior to submitting a Bid, all Bidders on public works/construction projects are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.035.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

## **PERMITS AND LICENSES**

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

## **CONFLICT OF INTEREST**

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **IMMATERIAL VARIANCES**

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

## **QUANTITIES**

The quantities listed in all supply requests over time represent Metro's best estimate of potential purchases to be made during the contract term. Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

## **TERMS**

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

## **PRICES**

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. destination.

## **EQUIVALENT PRICES/TERMS**

Bidder represents that all prices, terms and benefits offered in this agreement are equal to or better than the equivalent prices, terms and benefits being offered by Bidder to any other state or local government unit or commercial customer in the State of Oregon.

Should Bidder, during the term of this agreement, enter into any contact, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to Metro. This provision applies to comparable products, supplies and services, and to purchase volumes by Metro that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this paragraph.

## **DISCOUNTS**

All prices must be submitted on a net basis. Cash discounts for prompt payment will be considered in awarding the Bid. Where the net Bid is equal to a Bid with a cash discount for prompt payment, the award shall be made to the net Bid. Cash discounts for prompt payment will be figured from the date of delivery and acceptance of the article(s), or in the case of incorrect invoice, from the date of receipt of corrected invoice.

## **BID SECURITY**

All Bids in excess of \$25,000 must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon. The deposit will be \$500.00. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Contract will execute the attached Metro contract and furnish all bond(s) as required and within the time frame specified herein.

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

Bid security is not required for food products and may be waived by the Metro Council if expressly deleted by the special conditions attached.

## **BASIS OF AWARD**

The award shall be made to the responsible Bidder(s) submitting the most responsive Bid to Metro. Any determination of the responsible Bidder(s) submitting the most advantageous Bid and the award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any Bid submitted. Metro reserves the right to reject any and/or all Bids in whole or in part, and to waive irregularities not affecting substantial rights.

## **GENERAL CONDITIONS**

### **NOTICE OF AWARD**

Within ten (10) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Bid. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

### **CONTRACT**

The Successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving notice of award, sign and deliver to Metro the Contract hereto attached.

## **BID SECURITY**

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

The Bidder who has a contract awarded to him and fails to promptly and properly execute the contract and furnish any required bond(s) shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a contract and furnish the bond as required herein. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid bond.

## **BONDS**

Within ten (10) days of notification of award, the Contractor shall provide the following:

- A performance bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$10,000;
- A Labor and Materials bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$15,000.
- Under \$50,000, both bonds may be combined as one bond;
- Over \$50,000, separate bonds are required.

On all other contracts, a performance bond may be required if deemed in the public interest by Metro.

## **FOREIGN CONTRACTOR**

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.



## **INSURANCE**

The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents.

1. Broad form comprehensive general liability insurance covering bodily 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.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its councilors, department, 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 shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. He shall provide Metro with certification of workers' compensation insurance including employer's liability.

## **WORKERS' COMPENSATION**

The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

## **NOTICE OF ASSIGNMENT**

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

## **HAZARD COMMUNICATION**

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;

- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at 797-1615.

### **DELIVERY TIMES**

The Contractor shall deliver between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

### **FAILURE TO PERFORM**

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed service items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

### **INVOICES**

Invoices shall be prepared and submitted in triplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Bill to Accounts Payable.

### **CANCELLATION**

Metro reserves the right to cancel this contract in whole or in part if the Contractor willfully fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.

### **LAW OF STATE OF OREGON**

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

**BASIS OF AWARD - ANNUAL SERVICE CONTRACT - ALL JURISDICTIONS**

This bid solicitation anticipates the award of an annual service contract with firm unit pricing from a single vendor for the period from July 1, 1995, to June 30, 1997.

The quantities specified herein represent the estimated quantities anticipated at this time and there are no specific minimums, maximums or guarantees of any kind by Metro.

Therefore, all bidders are specifically advised to document all terms and conditions required to determine all costs and limitations in the pricing including but not limited to all minimum loads special hauling charges, etc.

## SCOPE OF WORK

1. Contractor shall pick up and haul an estimated 92,000 waste passenger and truck tires and approximately 700 bundles of waste bicycle tires (ten tires per bundle) from the following Metro solid waste facilities:
  - a. Metro Central Station  
6161 N.W. 61st  
Portland, OR 97210
  - b. Metro South Station  
2001 Washington Street  
Oregon City, OR 97045

2. The following is an estimate of the number of tires by category

Bicycle Tires	700*
Light Truck Tires	3,600
Tires On Rims	19,032
Tires Off Rims	69,368

\*700 bundles (ten tires per bundle)

Approximately 55% of the tires will be picked up and hauled from the Metro South Station and 45% from the Metro Central Station. The actual volumes will fluctuate. Light truck tires shall include tires on split rims, tires from off-road and 4-wheel drive vehicles and tires on rims greater than 16 inches in diameter.

3. Contractor shall be responsible for assembling the bicycle tire bundles. Each bundle shall contain ten bicycle tires.
4. Metro cannot store more than 100 passenger and truck tires at any time at either of the solid waste facilities shown above. Contractor shall pick up tires and haul them away as often as necessary to avoid exceeding the site maximum. Contractor shall pick up tires during regular scalehouse hours.
5. Contractor shall dismount all tires that are on rims less than 24 inches in diameter. The rims will be either sold for reuse or recycled by the Contractor. Contractor must have necessary equipment to remove passenger, truck and tractor tires from the rim.
6. Contractor shall have a permit from the Department of Environmental Quality (DEQ) to haul waste tires within the State of Oregon as well as any required local permits.

7. Contractor may sell some or all of the waste tires for reuse or recycling. Contractor shall report monthly to Metro the number of waste tires sold, the names of purchaser(s) and the intended use of the tires. Under no circumstances shall any of the tires hauled from a Metro facility be landfilled or dumped unlawfully by the Contractor or by any purchaser of said tires. Contractor shall only charge a hauling fee for waste tires not sold by Contractor but specifically delivered to Waste Recovery, Inc., a disposal/recycling facility under contract to Metro, located at 8501 N. Borthwick, Portland, OR 97217. Waste Recovery, Inc. will bill Metro for disposal of the tires. A copy of the Waste Recovery, Inc. delivery transaction forms shall be submitted monthly with Contractor's invoice to Metro.
8. Contractor shall secure each load of tires before leaving the transfer stations so that no tire can fall from the Contractor's vehicle.
8. Contractor shall inform scalehouse personnel at each Metro facility how many tires on the rim and off the rim are being picked up each trip. Metro's Scalehouse Clerk will give the Contractor an invoice slip for each trip. The Contractor will submit the Metro invoices with his/her monthly billing invoice.
9. On days that the tire storage area at any Metro site becomes overfilled, the Metro facility supervisor will contact the Contractor by telephone, and the Contractor will be expected to haul the additional tires within 24 hours of such call. This shall be done to ensure the tire storage area does not become unsightly.
10. Should the Contractor not be able to keep his/her scheduled pick-ups or otherwise be unresponsive to excessive tire volumes, Metro may at any time hire another vendor to haul the tires and subsequently consider cancellation of the contract.
11. Cost of Living Adjustment: One year after this agreement is executed, the per tire fee paid by Metro shall escalate at a rate equal to the change of the most recently released Portland area Consumer Price Index (CPI) for all urban consumers for the previous twelve-month period.

## **NOTICE TO ALL BIDDERS**

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your review prior to bid.

Any changes in the adopted language must be requested and resolved as part of the bid process or as a condition attached to the project bid.

Consider the language carefully. Conditioned bids may be considered nonresponsive. Subsequent requests for modification may not only be rejected, but interpreted as a request to modify and withdraw the original bid.

**ATTACHMENT A**  
**To the Request for Bids**

CONTRACT NO. \_\_\_\_\_

**SAMPLE - STANDARD 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, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I**  
**SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. 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 \_\_\_\_\_, through and including \_\_\_\_\_.

**ARTICLE III**  
**CONTRACT SUM AND TERMS OF PAYMENT**

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

**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 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 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 bodily injury with automatic coverage for premises and operation 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 \$500,000 per occurrence. If coverage is written with an 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.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

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

**ARTICLE VII  
PUBLIC CONTRACTS**

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. 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**

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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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: \_\_\_\_\_

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**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 95-2157, FOR THE PURPOSE OF AUTHORIZING THE SOLICITATION OF BIDS FOR HAULING OF WASTE TIRES FROM METRO'S SOLID WASTE FACILITIES AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-YEAR CONTRACT

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Date: June 6, 1995

Presented by: Councilor Kvistad

**Committee Recommendation:** At the June 6 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2157. Voting in favor: Councilors Kvistad, McFarland and McLain.

**Committee Issues/Discussion:** Council Analyst Houser explained that the purpose of the resolution was to initiate a bid solicitation process for the hauling of tires that are disposed of at Metro's two transfer stations. The tires would be hauled to a recycling facility that would process the tires under a separate contract with Metro. The issue is before the Council because it will be a multi-year contract.

Ray Barker, Solid Waste Operations Division, explained that staff estimates that about 46,000 tires will be disposed of at the transfer facilities in FY 95-96. Metro collects a small disposal fee on those tires disposed of directly at the transfer station. However, Barker noted that about 12,600 tires will be "orphan" tires that will be brought to the transfer facilities as a result of community cleanups, litter patrols and the cleanup of illegal dumpsites. He explained that the hauling and recycling of the tires are addressed in separate contracts because, in the past, parties have not been interested in bidding on both items within a single contract.

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 95-2157 FOR THE PURPOSE OF AUTHORIZING THE SOLICITATION OF BIDS FOR HAULING OF WASTE TIRES FROM METRO'S SOLID WASTE FACILITIES AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-YEAR CONTRACT

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Date: May 16, 1995

Presented by: Sam Chandler

#### PROPOSED ACTION

Adoption of Resolution No. 95-2157, authorizing the release of a Request For Bids (RFB) for hauling of waste tires from Metro solid waste facilities to a tire recycling facility, and authorizing the Executive Officer to execute a multi-year contract with the low, responsive, responsible bidder.

#### FACTUAL BACKGROUND AND ANALYSIS

During 1994, Metro received 43,417 waste tires at its solid waste transfer stations. It is estimated that Metro will receive 46,000 waste tires during FY 1995-96 (29,716 at Metro South and 16,284 at Metro Central). Of these 46,000 tires, an estimated 12,604 will be "orphan" tires for which Metro receives no revenue. "Orphan" tires are those collected from illegal dump sites and from highway litter collection activities. Metro has a policy of recycling the waste tires received at the solid waste facilities. Currently, Metro has a contract with a vendor that hauls the tires from the transfer stations to a tire recycling facility. The hauling contract expires June 30, 1995.

It is proposed that Metro use a RFB to obtain a new contract for hauling waste tires from the transfer stations to the tire recycling facility. RFB #95-B-13-SW, attached, provides for a two-year contract. The total estimated cost is \$114,778 for the period of July 1, 1995 through June 30, 1997. In addition to tire hauling, the scope of work requires the vendor to remove tires from their rims prior to delivery at the recycling facility. The Solid Waste Department has looked into the possibility of having the tire recycling company haul and recycle the tires, but to date the company has not been interested in bidding on the tire hauling.

Tire Hauling is listed in the 1995-96 Fiscal Year Budget as a Type "A" contract which, pursuant to Metro Code Section 2.04.032(d) requires authorization by Council prior to a release of a RFB. Metro Code Section 2.04.033(a)(1) requires Metro Council to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year.

## BUDGET IMPACT

The estimated cost of a new tire hauling contract for FY 1995-96 is \$57,389 (3% more than the existing contract). A total of \$57,389 is budgeted for tire hauling in FY 1995-96.

## EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2157.

RB:gbc  
staffrpt\staf0516.rpt

## INSTRUCTIONS TO BIDDERS

### **BID**

Metro is soliciting bids for hauling of waste tires from Metro's solid waste facilities to a Metro-designated disposal/recycling facility (RFB #95B-13-SW). Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro, Solid Waste Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Ray Barker, Assistant Operations Manager, no later than 3:00 p.m., PDT, June 30, 1995, at which time they will be publicly opened in the Metro Council Chamber. A bid may not be submitted by Facsimile (FAX) transmittal.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Written amounts shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, they must be returned by the Bidder with the bid.

### **COST OF BID**

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

### **ERRORS/OMISSIONS**

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; not in complete conformance with any and all conditions of the bidding documents.

## **INVITATION TO BID**

Metro is requesting bids for hauling of waste tires from Metro's solid waste facilities to a Metro-designated disposal/recycling facility (RFB #95B-13-SW). Potential bidders may obtain bid documents by contacting the Solid Waste Department, 797-1650. Sealed bids must be delivered to the Solid Waste Department at Metro, 600 NE Grand, Portland, Oregon 97232-2736, to the attention of Ray Barker, Assistant Operations Manager, no later than 3:00 PDT, June 30, 1995, at which time they will be publicly opened and read in the Council Chamber.

The contract contemplated consists of picking up and hauling approximately 92,000 waste passenger and truck tires and approximately 700 bundles of waste bicycle tires (ten tires per bundle) from Metro's solid waste facilities to a Metro-designated disposal/recycling facility (currently Waste Recovery, Inc. located at 8501 N. Borthwick, Portland, OR 97217). Metro's solid waste disposal facilities are located as follows:

Metro Central Station  
6161 NW 61st  
Portland, OR 97210

Metro South Station  
2001 Washington Street  
Oregon City, OR 97045

The length of the contract is two years (July 1, 1995, through June 30, 1997).