

BEFORE THE METRO CONTRACT REVIEW BOARD

AUTHORIZING ISSUANCE OF A REQUEST )	RESOLUTION NO. 05-3558
FOR PROPOSALS 05-11416-SWR FOR )	
COMPETITIVE SEALED PROPOSALS TO )	Introduced by Chief Operating Officer
PROCURE HAZARDOUS WASTE DISPOSAL )	Michael J. Jordan, with the concurrence of
SERVICES, AND AUTHORIZING EXECUTION )	Council President David Bragdon
OF THE RESULTING MULTI-YEAR )	
CONTRACTS	

WHEREAS, Metro operates a hazardous waste collection program, which includes two permanent household hazardous waste facilities, a series of roundup collections around the region, and a conditionally exempt generator (CEG) program; and

WHEREAS, Metro's current contracts for transportation and disposal of wastes collected in the hazardous waste program expire on September 30, 2005; and

WHEREAS, the proposed FY 2005-06 budget of the Solid Waste and Recycling Department authorizes expenditures of a total of \$729,000 for hazardous waste transportation and disposal; and

WHEREAS, pursuant to Metro Code Section 2.04.026(a), Council approval is required for any contract which commits Metro to the expenditure of appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed and which has a significant impact on Metro; and

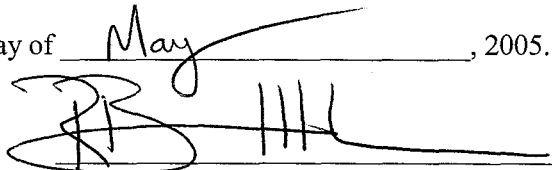
WHEREAS, the Metro Council considers the contracts for transportation and disposal of waste collected in hazardous waste programs to have a significant impact on Metro; and

WHEREAS, this resolution was submitted to the Chief Operating Officer for consideration and was forwarded to the Council for approval; now therefore

BE IT RESOLVED


1. That the Metro Council authorizes the release of a request for proposals substantially similar to RFP #05-1146-SWR for Transportation and Disposal of Waste Collected in Metro's Hazardous Waste Programs, attached as Exhibit A; and
2. That the Metro Council authorizes the Chief Operating Officer to execute multi-year contracts for Transportation and Disposal of Hazardous Wastes Collected in Metro's Hazardous Waste Collection Program with the most qualified proposers.

ADOPTED by the Metro Council this 26 day of May, 2005.



\_\_\_\_\_  
Rex Burkholder, Deputy Council President

Approved as to Form:



\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney

REQUEST FOR PROPOSALS  
for  
TRANSPORTATION AND DISPOSAL  
OF WASTES COLLECTED IN METRO'S  
HAZARDOUS WASTE PROGRAM

(RFP # 05-11416-SWR)

May 2005

Metro  
Solid Waste & Recycling  
600 NE Grand Avenue  
Portland, OR 97232

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REQUEST FOR PROPOSALS FOR TRANSPORTATION AND DISPOSAL  
OF WASTES COLLECTED IN METRO'S HAZARDOUS WASTE PROGRAM

**I. INTRODUCTION**

The Solid Waste and Recycling Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, 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 (RFP - SWR). Proposals will be due no later than 3:00 p.m., Friday July 1, 2005, in Metro's business offices at 600 NE Grand Avenue, Portland, Oregon, 97232-2736, Attention: Jim Quinn, Solid Waste and Recycling Department.

Metro has divided waste into 26 categories. Metro intends to award a single contract for transportation and disposal of all 26 categories.

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 has established permanent collection facilities at each of the two Metro-operated solid 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, located at the Metro Central Transfer Station, at 6161 NW 61st Street in Portland, Oregon, opened in November of 1993.

Metro also conducts a program of one to two-day satellite collections of household hazardous waste in various locations in the Metro region, a conditionally exempt small quantity generator (CEG) collection program, a load check program in which hazardous waste is isolated from incoming solid waste, and a paint retailer takeback program at two paint stores.

During 2004 a total of about 4.7 million pounds of wastes were collected at Metro's facilities.

Waste types received:

Flammables	32%
Latex Paint and related	41%
Motor Oil, Car Batteries, Antifreeze	8%
Pesticides	5%
Aerosols	3%
Acids, bases and oxidizers	3%
Cleaners & water-based wastes	3%
Miscellaneous *	5%

\*The miscellaneous category includes household batteries, asbestos, fire extinguishers, propane and other compressed gas cylinders, organic peroxides, reactives, explosives, radioactives, sharps, and PCB-containing fluorescent ballasts.

### Permanent Collection Facilities

Metro's Household Hazardous Waste (HHW) Facilities are housed in state-of-the-art hazardous materials handling and storage buildings. Because household hazardous waste is exempt from RCRA regulation throughout collection and disposal [per 40CFR261.4 (b) (1)], the facilities are not regulated as TSD facilities, although they meet many of the physical and operational requirements for TSD's.

All receiving, sorting and packaging of wastes at the Metro's HHW Facilities are performed by Metro personnel. Materials are packaged in DOT approved containers, to the specifications of the transportation contractor and disposal facility. In addition, the facilities have rooms equipped for consolidation of flammable paints and other materials into 55 gallon quantities. Metro obtains drums and other packaging materials under separate contract.

Within each facility, segregated storage areas are utilized to store full drums prior to shipment. Storage areas dedicated to flammables, poison/pesticides, alkalis, acids and oxidizers can store approximately one week's worth of drummed waste.

All latex paint processing is done in a dedicated latex paint recycling facility operated by Metro. Latex paint is carefully sorted, and good quality paint is screened, bulked, and packaged in 5 gallon buckets and 1 gallon cans for sale.

In addition to the physical storage limitations, the facilities have time limits on storage of wastes collected as mandated by Oregon DEQ.

The facilities have laboratories for identifying unknown materials, and use a customized system for identification of unlabeled materials.

The facilities are open to the public Monday through Saturday, from 9:00 a.m. to 4:00 p.m. Pickup of drummed waste for disposal is generally conducted before 8 a.m.

#### “Roundup” Program

During the contract period, Metro plans to conduct short-duration collections of household hazardous wastes at various sites within the Metro region, known as roundups. This 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.

Waste from CEG's may be received at Metro's Hazardous Waste Facilities from one of three sources:

1. Waste generated at one of Metro's facilities that are classified as CEG's. This includes Metro Regional Center, where the map center and the print shop generate small amounts of waste, Metro Washington Park Zoo, where small amounts of a variety of waste are generated, and Blue Lake and Oxbow Parks, which are operated by Metro. In addition, waste generated in the course of identifying unknowns in Metro's hazardous waste facilities are, in fact, CEG waste.
2. Abandoned waste from the transfer station tipping floor and illegal dump site cleanups. Hazardous and otherwise unacceptable waste are routinely found mixed with solid waste in Metro transfer stations, and occasionally found at cleanups of illegal trash dumping sites. When the generator cannot be identified, the waste may be managed in Metro's hazardous waste facilities.
3. Collected by appointment from generators in Metro's CEG collection program. This program was started because of the limited options available for CEG's wanting to safely and legally dispose of their waste.

***This RFP addresses combined HHW/CEG wastes.***

### Load Check Program

Metro conducts a load check program at Metro's transfer stations. Under this program the mixed solid waste received at the transfer stations is monitored in order to minimize the quantity of hazardous and other unacceptable waste received. When unacceptable waste is discovered, the generator is identified if possible, and the waste is returned to the generator. However in some cases the generator is unable or unwilling to pick up the waste, and in some cases the generator cannot be identified. In either of these situations, Metro is left to properly package, store and dispose of the waste. Metro has developed a screening process, approved by DEQ, to insure that these wastes are not generated by RCRA-regulated small quantity generators (SQG's) or large quantity generators (LQG's). All screened wastes that are not returned to the generator are brought to the hazardous waste facilities and commingled with HHW/CEG waste for disposal.

### 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 are 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

1. Contractor shall pick up wastes of selected categories and remove them from Metro HHW facilities or collection sites as needed. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro.
2. Metro will provide at least one week notice for establishing a pickup date. Metro will provide details of waste types and quantities to be picked up at least two days prior to pickup date. Contractor shall bring a vehicle suitable to pick up the quantity of waste specified at the prescribed date and time. Metro may require waste pickups on weekends or evenings for special events.
3. Contractor shall provide a filled out Uniform Hazardous Waste Manifests for Metro signature for each waste shipment. Metro will provide proper shipping names including constituents one day prior to pickup date.
4. Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities that are approved by Metro. A list of facilities that are approved by both Metro and Contractor will be developed.
5. 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.
6. Final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount, per site, of \$2,000,000 per occurrence, 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.
7. 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.
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. By mutual agreement additional categories of waste, along with agreed upon pricing and approved disposal facilities, may be added to the schedule of disposal categories.
10. Contractor shall assist Metro with obtaining approved waste profiles when required.
11. Contractor shall supply a 24-hour response number on manifests in accordance with 49CFR173.600-606
12. For every manifest of waste picked up from Metro by Contractor, Contractor shall provide a written report certifying disposition of the waste. This report shall include the manifest number, the date picked up from Metro, the Metro facility or event site it was shipped from, the name and location of the recycling, treatment, storage or disposal facility that the waste was transported to, and the disposal method. Each report shall be signed by a responsible company representative.

If the waste is transported to its final recycling, treatment or disposal facility under the Metro-generated manifest, the report shall include the final waste management date for each line item on the manifest. The report shall be submitted to Metro no more than 270 days from the date the waste was picked up from Metro.

If the waste is transported to an intermediate treatment or storage facility, and later shipped to a final recycling, treatment or disposal facility under a new manifest, the report shall include for each line item the name and location of the final waste management facility that the waste was shipped to, the date it was shipped to that facility, and the manifest number or a unique identifying number that can be referred to. This intermediate report shall be submitted to Metro no more than 270 days from the date the waste was picked up from Metro. In addition, a certificate of final waste management shall be submitted to Metro, signed by a responsible official at the final waste management facility, referring to the manifest number or identifying number in the intermediate report. The final waste management certificate shall be submitted to Metro no more than 360 days from the date the waste was picked up from Metro.

If a report for any manifest is not received within the timelines specified above, then all payment invoices received by Metro after the report deadline shall be deemed not acceptable to Metro, and shall not be paid unless and until the late report is received.

Metro will withhold \$5,000 of the final payment due to the contractor (as determined by Metro), until all reports are received. If the final payment is less than \$5,000, the entire payment will be retained.

13. For all TSCA-regulated PCB-containing wastes, Contractor shall comply with all reporting and other requirements in state and federal regulations addressing PCB materials.
14. Metro shall identify all unknown wastes using Metro's identification system, based on "HazCat" and other qualitative identification systems. 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.

16. CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.
  - A. Broad form commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability with a minimum of limit \$1,000,000 per occurrence.. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**
  - B. Automobile bodily injury and property damage liability insurance with MCS 90 and CA 99 48 09 02 endorsements. Insurance coverage shall be a minimum of limit \$5,000,000 per occurrence.
  - C. Environmental Impairment Liability insurance in the amount of \$5,000,000 per occurrence, 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.
  - D. Workers' Compensation insurance complying with ORS 656.017 including employer's liability limits of at least \$500,000 per claim.

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. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

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

15. 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, the Oregon Department of Transportation, and any local regulations relating to the wastes managed under this contract.

16. Contractor shall designate one individual as Metro's primary contact for all matters

relating to this contract. Metro will designate specific Metro staff persons as approved contacts for Contractor to communicate with on matters relating to this contract.

17. Contractor shall allow Metro representatives to visit any facility owned or operated by Contractor that receives waste pursuant to this contract, up to two visits per year per facility. Contractor shall provide access to all areas where Metro wastes are stored or processed, and all paperwork files relating to Metro waste.
18. In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

#### **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 and Recycling Department  
Metro  
600 NE Grand Avenue  
Portland, Oregon, 97232-2736,

##### Deadline

Proposals will not be considered if received at Metro's business office, 600 NE Grand Avenue, Portland, Oregon, 97232-2736, Attention Jim Quinn, Solid Waste and Recycling Department, after 3:00 p.m. on Friday July 1, 2005.

##### 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, and received no later than June 17, 2005. 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 21, 2005. 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.

##### 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 Metro, in the amount of one thousand dollars (\$1,000.00). This shall serve as a guarantee that the proposer will not withdraw the proposal for a period of ninety (90) days after the submittal date, and if awarded a contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein. Proposal bonds shall be returned to proposers subsequent to final contract selections by Metro.

### Performance/Labor and Materials Bond

Successful proposers shall 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, and shall be delivered to Metro along with signed Contract. The Performance and Labor and Materials Bond or the Letter of Credit shall be in the amount of **one million dollars (\$1,000,000.00)** 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 enter into a Public Contract with all selected Contractors. A copy of the standard contract form approved by the Office of the Metro Attorney is attached for review prior to submitting a 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.

### Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

Copies of that document are available from the Purchasing and Contracts Division of Finance and Administrative Services, Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.

## V. PROPOSAL CONTENTS

The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

1. A transmittal letter stating 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. The names and resumes of one or more individuals who will serve as Contractor's Key Staff during the contract period, as well as the role of each Key Staff person in interacting with Metro. Key Staff includes any technical or sales staff that will have significant contact with Metro while carrying out work under the contract.
3. Describe your firm's experience with transportation and disposal of hazardous wastes in general, and with household hazardous wastes and CEG wastes specifically. Describe any experience specific to the Pacific Northwest. Describe your experience also with managing commingled household and CEG wastes, if any. Include in the descriptions the number of years of experience, the varieties of waste handled, and the number of different programs or clients served.
4. Include a list of at least two (2) present or former customers of your firm who can attest to your firm's performance in transportation and disposal of household and CEG hazardous wastes. If possible these customers should be familiar with Key Staff proposed in # 2 above. Include contact person and phone number.
5. 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.
6. Proposal Price Forms (Attachment 1) filled for each category. Additional instructions on filling out the Proposal Price Forms can be found at the beginning of the Proposal Price Forms section, (Attachment 1).
7. 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.
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

1. 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 waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
2. 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. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
3. Cancellation of Procurement/Rejection of Proposals. Metro may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100
4. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
5. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.



## 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.

The evaluation committee will select the highest ranking Proposer for negotiations. Negotiations will focus on details of the Proposer's submittal, including: key staff, waste category specifications, and waste disposal methods, as well as the scope of work proposed above. If negotiations result in mutually agreeable contract terms, the Proposer will be issued a Notice of Conditional award. A copy of this notice will be provided to each firm that submitted a proposal.

If negotiations are unsuccessful, negotiations will be terminated with the first Proposer, and new negotiations will begin with the second highest ranked Proposer. This process will continue until agreement with a Proposer is reached.

### Evaluation Criteria

The criteria used for evaluation of all responsive Proposals shall be as follows:

- Proposer's experience and qualifications, including qualifications of Key Staff (**30 points**). This will be rated by the evaluation committee based on items 2,3,4 & 5 in the Proposal Contents section above.
- Total costs for transportation and disposal of wastes, based on expected quantities generated (**50 points**). This will be rated by the evaluation committee based on per unit disposal prices provided in Proposals, along with any extra labor, material or other costs which would be incurred by Metro in preparing and shipping each waste type. Additional information may be found in the instructions for the Proposal Price Forms, Attachment 1.
- Environmental soundness of disposal method (**20 points**). Environmental soundness of disposal methods will be rated by the evaluation committee, based on the waste reduction hierarchy shown in the instructions section of the Proposal Price Forms, Attachment 1.

## **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, drum list requirements, etc. Any other comments on disposal of a particular category should also be noted in the Notes/Changes section.

Proposer's price information must be filled out for each category. If proposer intends to charge any costs beyond those shown in the Proposal Price forms, proposer must indicate them as described in the Proposal Contents section, item #7.

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

Disposal methods. In each category proposer must specify at least one disposal method, along with pricing for that method. Proposer need not use the disposal method identified as the current method used by Metro. Proposers should either use one of the disposal methods from the waste reduction hierarchy, shown below, or if proposer indicates a disposal method not on this list, proposer should provide a detailed explanation of the disposal method

At proposer's option two or more disposal methods and associated pricing may be proposed for a single category. In this case the evaluation committee will compare the options proposed and select the most desirable to use in the overall cost analysis. Selection of the most desirable option when two or more are provided by one proposer will be determined by the evaluation committee, weighing cost as 50 points and disposal method as 35 points.

Disposal facility. In each category proposer must specify the final disposal facility, not intermediate transfer and storage facilities, for each 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- a process that alters the characteristics of a hazardous waste in order to render it less hazardous or non-hazardous prior to final disposal through municipal waste landfilling, discharge to POTW, or other methods.

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.

**Categories:**

AF1	A-Fuel Liquids
AF2	A-Fuel Solids
AFM	A-Fuel, mixed liquids/solids
AFP	A-Fuels, high PCB's
AFL	A-Fuel loosepacks
C	Chlorinated solvents
G	Latex/water-based waste & cleaners
K	Acids
L	Alkalis
M	Oxidizers
N	Pesticides & poisons
N4	Packing group I pesticides
N5	Fertilizer, dry
KB	Acids, bulk
LB	Bases, bulk
MB	Oxidizers, bulk
NB	Pesticides, bulk
P1	Non-TSCA ballasts
P2	TSCA ballasts
Q1	Aerosols- flammable
Q2	Aerosols- corrosive
Q3	Aerosols- poison
R1	Organic peroxides
R2	Reactives
V	Contaminated debris
W	Mercury Products

**Category AF1 A-Fuel Liquids**

Quantity generated per year: 1200 drums

Description: Pumpable flammable liquids, BTU value greater than 6000 BTU/pound. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No debris, no known isocyanates, pesticides, or PCB's.

Current packaging specifications: UN 1A1 drum, bulk.

Current disposal method: Energy Recovery

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

Additional charge per gallon of non-pumpable material, if any: \_\_\_\_\_/gallon

Proposed disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

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**Category AF2 A-Fuel Solids**

Quantity generated per year: 400 drums

Description: Non-pumpable flammable materials. Includes all items under category AF1, as well as semi-solid solvent-based adhesives and caulks, tars and other roofing compounds. Asbestos-containing materials acceptable. No debris, no known pesticides or PCBs.

Current packaging specifications: UN 1A2 drum, bulk.

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:

**Category AFM A-Fuel Mixed Solids/Liquids**      Quantity generated per year: 900 drums

Description: A combination of categories AF1 and AF2 above, in a proportion of approximately 2:1 AF1 to AF2, although this will vary from drum to drum.

Current packaging specifications: UN 1A2 drum, bulk.

Proposer's price: \_\_\_\_\_/55-gallon drum

Additional charge per gallon of non-pumpable material, if any: \_\_\_\_\_/gallon

Disposal method:

Disposal facility:

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

Disposal method:

Disposal facility:

Notes:

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**Category AFP Flammables- high PCB's**      Quantity generated per year: 10 drums

Description: Drums shipped as AF1 or AF2 that are determined to be high in PCB's after being received by the disposal contractor.

Current packaging specifications: UN 1A1 or 1A2 drum, bulk.

Current disposal method:      Incineration

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:

**Category AFL Flammables, loosepack**

Quantity generated per year: 400 drums

Description: Containers 1 gallon or smaller of solvent-based materials that are too labor-intensive to bulk, including metal, plastic 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: UN 1A2 drum, 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:

In addition, Metro may from time to time wish to ship non-bulked solvent-based materials in DOT-approved cubic yard boxes or equivalent palletized boxes. This includes all materials in categories AF1, AF2, and AFM in all sizes 5 gallons or less.

Proposer's price for Energy Recovery: \_\_\_\_\_/box

Dimensions of boxes:

Can contractor provide boxes?:

Box included in price?:

If not, price for box:

Proposed disposal facility:

Notes, changes:



**Category C Chlorinated Solvents- bulk**

Quantity generated per year: 25 drums

Description: Bulk halogenated solvents, such as methylene chloride, 1,1,1-trichloroethane, Freon TF, etc. No debris, no known pesticides or PCBs.

Current packaging specifications: UN 1A1 drum, bulk  
Current disposal method: Energy recovery

Proposer's price for this method: \_\_\_\_\_/55-gallon drum  
Disposal facility:

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

Notes, changes:

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**Category G Water-based waste**

Quantity generated per year: 20 drums

Description: water-based low-hazard materials including: glues, polishes, inks, dyes, sheetrock mud, etc.; pH 3-11 water-based cleaners, disinfectants and surfactants; as well as inert inorganic materials such as calcium carbonate and titanium dioxide.

Current packaging specifications: UN 1A2 drum, bulk.  
Current disposal method: Solidification/Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum  
Disposal facility:

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

Notes, changes:

**Category K Acids**

Quantity generated per year: 400 drums

Description: This category is currently separated into four categories for shipping purposes. K1 includes acids that are also flammable; K2 includes organic acids, such as: acetic acid, citric acid, formic acid, gallic acid, lactic acid, oxalic acid, potassium biphthalate, potassium bitartrate, stannous oxalate, tartaric acid, toluene sulfonic acid compounds, trichloroacetic acid, etc.; K3 includes inorganic acids, such as: hydrochloric acid, sulfuric acid, phosphoric acid, etc; K4 is dedicated to nitric acid (concentration less than or equal to 70%, not red fuming).

Current packaging specifications: UN 1A2 drum, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, drum at least 90% full).

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:

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**Category L Alkalis**

Quantity generated per year: 400 drums

Description: Cleaners and disinfectants pH 12-14, photo developers, sulfur, etc.

Current packaging specifications: UN 1A2 drum, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, drum at least 90% full).

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:

**Category M Oxidizers**

Quantity generated per year: 90 drums

Description: Nitrates, chlorates, chromates, hydrogen peroxide solution, etc.

Current packaging specifications: UN 1A2 drum, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, drum at least 90% full).

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:

**Category N Pesticides & poisons**

Quantity generated per year: 1000 drums

Description: A wide variety of pesticide products, as well as various poisons including cyanides, heavy metal compounds, etc. These are divided into three categories for shipping purposes: N1 includes flammable pesticides and liquid isocyanates, N3 includes acidic pesticides, and N2 includes all other non-acidic, non-flammable pesticides and poisons.

Current packaging specifications: UN 1A2 drum, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, drum at least 90% full).

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:

**Category N4, Packing group I pesticides** Quantity generated per year: 25 drums

Description: Pesticides and poisons that meet the definition of packing group I per DOT. Includes, depending on concentration, strychnine, warfarin, disulfoton, bromdifacoum, cyanide compounds, selenium dioxide, etc.

Current packaging specifications: packaged according to DOT 6.1 packing group I requirements, in 10 gallon DOT approved drum.

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_/10-gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/10-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category N5 Dry fertilizers**

Quantity generated per year: 350 drums

Description: dry fertilizer products, including "Weed 'n Feed" type fertilizers.

Packaging specifications: UN 1A2 drum, must be lined, loose bags in drum.

Proposers price: \_\_\_\_\_/55-gallon drum

Proposed disposal method:

Proposed disposal facility:

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

Disposal method:

Disposal facility:

Notes:

**Category KB Acids- bulk**

Quantity generated per year: 10 drums

Description: Bulk acids, separated into organic and inorganic acids.

Current packaging specification: UN1A2 drum, bulk.

Proposed disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

**Category LB Bases- bulk**

Quantity generated per year: 10 drums

Description: Bulk alkaline materials, such as sodium hydroxide and alkaline cleaners.

Current packaging specification: UN1A2 drum, bulk.

Proposed disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

**Category MB Oxidizers- bulk**

Quantity generated per year: 10 drums

Description: Bulk oxidizing materials, such as sodium chlorate, sodium hypochlorite, etc.  
Current packaging specification: UN1A2 drum, bulk.

Proposed disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

**Category NB Pesticides- bulk**

Quantity generated per year: 10 drums

Description: Drums of various sizes, greater than 5-gallons up to 55-gallons, containing bulk pesticide liquids.

Current packaging specification: UN1A2 drum, bulk.

Proposed disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

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

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:



**Category P1 PCB's- non-TSCA regulated**

Quantity generated per year: 15 drums

Description: Pre-1979 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: UN 1A2, loose-packed, drum at least 90% full.

Current disposal method: Landfill

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

Disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

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**Category P2 PCB's - TSCA-regulated**

Quantity generated per year: 5 drums

Description: Ballasts, capacitors or transformers that are regulated under TSCA regulations, as well as containers of PCB-contaminated liquids. Note: Contractor must comply with all relevant provisions of 40CFR761.

Current packaging specifications: UN 1A2 drum

Current disposal method: Incineration

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

Disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

**Category Q1 Aerosols- flammable**

Quantity generated per year: 50 drums

Description: All aerosols that are not pesticides, alkaline cleaners, or isocyanates. Cans will vary in size from 4 oz. to 24 oz. We have an on-site puncturing process for many of the flammable aerosols that we receive, generally this category will consist of those that are not suitable for our puncturing apparatus. At times this category may contain all flammable aerosols, not just those unsuitable for our on-site puncturing process.

Current packaging specifications: UN 1A2, drum, 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:

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**Category Q2 Aerosols- corrosive**    Quantity generated per year: 20 drums

Description: Aerosols containing alkaline cleaning products.

Current packaging specifications: UN 1A2 drum with liner, loose pack.

Current disposal method: Incineration

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:

**Category Q3 Aerosols- poisons**

Quantity generated per year: 100 drums

Description: Pesticide-containing aerosols and aerosol-type isocyanate foams.

Current packaging specifications: UN 1A2 drum, loose pack.

Current disposal method: Incineration

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:

**Category R1 Organic peroxides**

Quantity generated per year: 500 pounds

Description: Organic peroxides fitting the description of DOT Organic Peroxides Type C, D, E, and F, including methyl ethyl ketone, benzoyl peroxide, cumene hydroperoxide, and others. Metro staff will package these materials to DOT and contractor’s specifications in containers 1 gallon to 55 gallons in size.

Current disposal method: Incineration

Disposal price per pound: \_\_\_\_\_  
Pricing is per net pound or gross including all packaging? \_\_\_\_\_  
Disposal facility:  
Are Type B peroxides acceptable as well?:  
Notes, changes:

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**Category R2 Reactives**

Quantity generated per year: 1000 pounds

Description: Water reactive, air reactive, and other materials, such as: ammonium sulfide, calcium carbide, metal hydrides, calcium, sodium, lithium and potassium metal, collodion, cyanuric chloride, cyanogen bromide, dimethyl sulfate, dinitrophenylhydrazine, hydrazine, lithium batteries, perchloric acid >50%, phosphorous 1-2%, picric acid solution, silanes, titanium tetrachloride, sodium hydrosulfite, sodium azide, sodium peroxide, zinc phosphide > 2%, poison inhalation hazards (PIH) materials, and others.

Metro staff will package these materials to DOT and contractor’s specifications, in containers 1 gallon to 55 gallons in size.

Current disposal methods: Incineration

Disposal price per pound Incineration: \_\_\_\_\_  
Pricing is per net pound or gross including all packaging? \_\_\_\_\_  
Any minimum charge per container? \_\_\_\_\_  
Disposal facility:

Proposer's price per pound for Treatment \_\_\_\_\_  
Pricing is per net pound or gross including all packaging? \_\_\_\_\_  
Any minimum charge per container? \_\_\_\_\_  
Disposal facility:  
Wastes that may be disposed of using this method:

Notes, changes:

**Category V Contaminated debris** Quantity generated per year: 25 drums

Description: Used test tubes, droppers, test papers, etc. from facility labs, contaminated soil and debris, contaminated PPE, no free liquids.

Current packaging specifications: UN 1A2 drum drum.

Current disposal method: Landfill

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

Disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

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**Category W Mercury Products**

Quantity per year: 25 5-gallon buckets

Description: Metallic mercury, contaminated metallic mercury, inorganic mercury contained in glass such as thermometers and barometers, inorganic mercury contained in metal and glass such as switches and flow meters. Less than 10% plastic in containers, BTU/lb less than 1000, VOCs less than 500 ppm

Current packaging specifications: UN 1H2 5-gallon bucket, or UN 1A2 10 gallon drum.

Current disposal method: Recycle

Proposer's price for this method: \_\_\_\_\_/5-gallon bucket, \_\_\_\_\_/10 gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/5-gallon bucket, \_\_\_\_\_/10 gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Attachment 2

**PROPOSAL BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:**

**We the undersigned,** \_\_\_\_\_ **as PRINCIPAL,**

and \_\_\_\_\_ 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 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 as liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to METRO a certain Proposal for work required for the Transportation of Wastes Collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs, which work is specifically described in the accompanying Proposal;

NOW, THEREFORE, if Metro does not award a contract to the PRINCIPAL within the time specified in the Instructions to Proposers for the work described in said Proposal, or in the alternate, if said Proposal 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 Proposal, 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 Proposal; 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

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

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

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

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

Attachment 3

SURETY

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

SURETY

ADDRESS

1. \_\_\_\_\_

2. \_\_\_\_\_

**ATTACHMENT 4**  
**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 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_  
through and including \_\_\_\_\_, 20\_\_\_\_.

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, consequential damages or any other 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 shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **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 additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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

## ARTICLE VII

### PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions

necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 27C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

## ARTICLE VIII

### 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

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and

photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

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

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

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

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

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

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

F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the

Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

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

## ARTICLE XI

### SUBCONTRACTORS

CONTRACTOR shall contact 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 procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, 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

COMPLIANCE

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

ARTICLE XVI

ASSIGNMENT

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

\_\_\_\_\_  
CONTRACTOR NAME

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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## STAFF REPORT

### AUTHORIZING ISSUANCE OF REQUEST FOR PROPOSALS 05-11416-SWR FOR COMPETITIVE SEALED PROPOSALS TO PROCURE HAZARDOUS WASTE DISPOSAL SERVICES, AND AUTHORIZING EXECUTION OF THE RESULTING MULTI-YEAR CONTRACTS

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Date: May 13, 2005

Prepared by: David Biedermann and Jim Quinn

## BACKGROUND

The Metro Solid Waste and Recycling Department contracts with a qualified vendor to haul and dispose of hazardous waste gathered in its various collection programs. Approximately 4.7 million pounds of hazardous waste were collected in 2004.

The current contract is on the FY04-05 Budget Contract list as “Existing”. As the contract expires in early FY05-06, it is appropriate to now to re-advertise, solicit proposals and award a new contract. The new contract is not listed in the FY04-05 budget and the FY05-06 budget is in review and there is no legal appropriation as yet. No legal authority currently exists to issue the request-for-proposal and award the contract.<sup>1</sup>

The new contract will be for two years and is estimated to cost \$1,500,000 over that period. The department expects to execute a contract with a start date soon after the beginning of the FY05-06 fiscal year.

The 10-day letter was issued to the Council on March 4 2005 notifying the Council of the contract. Councilors Park and McLain subsequently requested this contract be considered “significant impact” and action be brought before the Metro Council.

Metro’s hazardous waste program includes two permanent household hazardous waste collection facilities, roundup collection events held at various locations around the region, and a small business collection program. The number of customers using Metro’s program and the amount of waste handled each year increased steadily in the thirteen years that the program has been operating. Annual waste volumes have increased an average of 15 percent each year, growing from about 1 million pounds in FY92-93 to over 4.7 million pounds in FY03-04.

Program staff continually develop new ways to increase both efficiency and revenue, resulting in dramatic decreases in the net cost for managing each pound of waste received. For example, in FY03-04 the program handled more two and half times as

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<sup>1</sup> (Metro Code 2.04.026 (a), “The Chief Operating Officer...must obtain authorization by the Council prior to execution of the following types of contracts:

Any contract which commits the Metro to the expenditure of appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed and which has a significant impact on Metro).”

much waste as it did in FY95-96, but net operating costs increased by only 20% in that same timeframe.

The Solid Waste and Recycling Department's requested budget for FY05-06 includes \$729,000 for hazardous waste disposal services. Under Metro's new contracting rules procurement of public contracts exceeding \$100,000 may be awarded using competitive sealed proposals. Hazardous Waste Program staff has drafted an RFP for this procurement, attached.

A committee will evaluate proposals received. Evaluation will be based on the following criteria: Cost (50 points), proposer's experience and qualifications (30 points), and environmental soundness of disposal methods (20 points).

The Contract awarded to the successful proposer will include the standard contract termination language, which allows Metro to terminate the contract with seven days notice.

#### **ANALYSIS/INFORMATION**

1. **Known Opposition:** None.
2. **Legal Antecedents:** Metro Code 2.04
3. **Anticipated Effects:** Award of 2 year contract for transport and disposal of hazardous waste collected by the Solid Waste and Recycling Department.
4. **Budget Impacts:** A 2-year \$1.5 million contract, of which \$729,000 is in the proposed FY05-06 Metro budget.

#### **RECOMMENDED ACTION**

Chief Operating Officer recommends passage of Resolution 05-3558.