

**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution No. 16-08**

For the purpose of the Metropolitan Exposition Recreation Commission (MERC) selecting Recology Portland, Inc. for "Solid Waste and Recycling Collection Service" at the Oregon Convention Center (OCC) and authorizing the General Manager of Visitor Venues to execute a contract with Recology Portland, Inc.

**WHEREAS**, OCC's contract for solid waste and recycling collection services will expire in May 2016; and

**WHEREAS**, OCC needs frequent and reliable waste and recycling services; and

**WHEREAS**, on January 28, 2016, MERC staff issued a formal Request for Proposals (RFP) in accordance with Section 4(D) of MERC's Contracting and Purchasing Rules which included outreach to the State of Oregon Certified Minority-Owned, Women-Owned, Service Disabled Veteran-Owned and Emerging Small Business (COBID-Certified) community and the First Opportunity Target Area (FOTA) community in the bid documents demonstrating MERC's commitment to contracting with firms owned and operated by those with diverse backgrounds; and

**WHEREAS**, staff received four responsive, responsible proposals before the RFP submittal deadline, none of which met COBID or FOTA criteria, with Recology Portland as the bidder with the highest evaluation score; and

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

**WHEREAS**, MERC staff negotiated the scope of work with a not to exceed contract amount of two hundred thousand dollars (\$200,000); and


**WHEREAS**, the agreement may be renewed or extended for three (3) additional one-year periods at MERC's sole discretion, for a total contract amount of five hundred thousand and 00/110 dollars (\$500,000).

**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission:

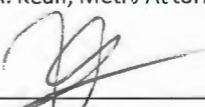
1. Selects Recology Portland, Inc. as the successful bidder for Solid Waste and Recycling Collection Services; and
2. Approves the award of a two year contract with Recology Portland, Inc. in a form substantially similar to Exhibit A attached hereto and delegates authority to the General Manager of Visitor Venues to execute the agreement on behalf of MERC and extend the contract in accordance with its terms.

Passed by the Commission on May 4, 2016.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary/Treasurer

Approved as to form:  
Alison R. Kean, Metro Attorney

By:   
\_\_\_\_\_  
Nathan A.S. Sykes  
Deputy Metro Attorney

## MERC Staff Report

**Agenda Item:** For the purpose of approving the contract award to Recology Portland, Inc. for “Solid Waste and Recycling Collection Service” at the Oregon Convention Center (OCC) and authorizing the General Manager of Visitor Venues to execute the contract.

**Resolution No.:** 16-08

**Date:** May 4, 2016

**Presented by:** Scott Cruickshank

**Background:** In 2012, the OCC and Expo entered into a joint contract with Recology Portland, Inc. for solid waste and recycling services. This contract has reached expiration. To allow each property to manage the level of services that best fits their needs, the OCC and Expo have chosen to pursue separate contracts. Additionally, due to the extensive amounts of materials and quick turn-around times, the requested services for the OCC require more frequent waste hauling services for the main facility, while adhering to specific reporting requirements for LEED certifications.

On January 28, 2016, Metropolitan Exposition-Recreation Commission (MERC) staff posted the solicitation opportunity in the Daily Journal of Commerce, The Asian Reporter and ORPIN. MERC staff included in the bid documents good faith program requirements for outreach to the COBID-Certified and FOTA communities. To provide a greater opportunity for these contractors, staff encouraged partnerships and subcontracting in proposals.

MERC staff received four proposals from qualified waste hauling contractors, none of which were FOTA or COBID-Certified. Recology Portland, Inc. was deemed the highest-rated proposer due to lowest proposed cost, most thorough and complete responses as well as specificity of each question addressed. Recology Portland, Inc. did not propose any use of subcontractors. The OCC retains the right to subcontract ancillary services from COBID-Certified vendors.

**Fiscal Impact:** The OCC includes the full cost of solid waste and recycling services in each fiscal year’s budget.

**Recommendation:** Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution 16-08 approve the contract award and written contract (attached hereto) with Recology Portland, Inc. for “Solid Waste and Recycling Collection Service” for the OCC; for a period of two (2) years not to exceed the amount of two-hundred thousand and 00/100 dollars (\$200,000). This agreement may be renewed or extended for three (3) additional one-year periods at MERC’s sole discretion, for a total contract amount of five hundred thousand and 00/110 dollars (\$500,000).

# Standard Public Contract

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MERC CONTRACT NO. 206080

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Recology Portland**, whose address is **9345 North Harborgate Street, Portland, OR 97203-6314**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

## ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. 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 **June 1, 2016** through and including **May 31, 2018**. This agreement may be renewed or extended for 3 additional one-year periods at MERC's sole discretion.

## ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **TWO HUNDRED THOUSAND AND 00/100<sup>TH</sup> DOLLARS (\$200,000.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

## ARTICLE IV LIABILITY AND INDEMNITY

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

## ARTICLE V TERMINATION

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

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## ARTICLE VI INSURANCE & BONDS

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

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

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

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

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. CONTRACTOR shall email Certificate of Insurance to [submitdocuments@oregonmetro.gov](mailto:submitdocuments@oregonmetro.gov). Certificate of Insurance shall identify the MERC contract number.

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

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

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

## ARTICLE VIII MODIFICATIONS

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

## ARTICLE IX QUALITY OF GOODS AND SERVICES

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

## ARTICLE X OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

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

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

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

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

## ARTICLE XI SUBCONTRACTORS

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

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

## ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

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

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## 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 MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

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

## ARTICLE XVI: REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

## ARTICLE XVII INTERGOVERNMENTAL COOPERATIVE AGREEMENT

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

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## ARTICLE XVIII SITUS

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

## ARTICLE XIX ASSIGNMENT

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

## ARTICLE XX SEVERABILITY

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

## ARTICLE XXI COUNTERPARTS

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

## ARTICLE XXII DELIVERY OF NOTICES

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

To Contractor: Gary Paquin  
Recology Portland  
9345 N Harborgate St  
Portland, OR 97203-6314  
503-283-2015 phone

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Rick Hodges  
777 NE Martin Luther King Jr Blvd  
Portland, OR 97232  
503-731-7806 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# Scope of Work – Attachment A

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MERC Contract No. 206080

## 1. Purpose and Goal of Work

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

## 2. Description of the Scope of Work

The selected contractor shall meet all of the following requirements. Terms are defined in Attachment D, Definitions.

### A. Solid Waste and Recycling Collection and Disposition - General

- Provide one email address for all service requests and service changes. Facilities may utilize automatic dispatch equipment to request service.
- Coordinate specific pickup schedules and container locations with the facility. Contractor shall respond to requests for changes in pickups and or receptacles within one (1) business day.
- Provide, at least quarterly, suggestions for schedule and equipment optimizations, adjustments and improvements to reduce loads and containers reaching beyond capacity as well as the hauling of loads that are less than  $\frac{3}{4}$  full.
- Provide all necessary collection receptacles at the inception of the contract that are free of graffiti and other markings.
  - Note: Oregon Convention Center owns its compactors. Compactors are currently utilized for compost, cardboard, comingled recyclables and solid waste.
- Provide sufficient motor equipment to remove solid waste, recyclables and organics from the designated areas on the days of the week specified or on-call basis.
- Ensure that collection receptacles fit in the allotted space identified at each facility.
- Provide ability for collection service on all compactor receiver boxes at least six (6) days per week, preferably seven (7) days per week, on an on-call basis between the hours of 6:00 AM and 5:00 PM.
- Provide a “turnaround service” in addition to scheduled pickups, within 24 hours upon notification by facility representative, automated equipment, or Metro. Notify the appropriate facility contact immediately if scheduled pick-up cannot be completed for any reason. **If Recology does not meet this requirement, it shall not charge any pickup fee for the late pickup. If Recology overcharges for multiple pickups due to its own fault, there shall be no charge for that pickup.**
- Ensure that materials are transported in vehicles that are fully enclosed and water tight as required.

### B. Collection of Solid Waste for Disposal

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

# Scope of Work – Attachment A

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## C. Collection of Recyclable Materials

- Pickup recyclable materials from OCC.
- Provide a sufficient number of receptacles for collection of recyclable materials.
  - Note: Oregon Convention Center owns its compactor but utilizes roll carts for mixed recycling
  - Glass recycling is currently collected, stored and picked up in roll carts
  - Roll-off/drop box containers on an as-needed basis
- Provide labeling of receptacles that accurately describes the contents.
- Collect recyclables such that the materials are accepted at material recovery facilities (MRF's). Some materials may be mixed, bagged, shredded, baled, etc-
- As required by the City of Portland, maintain separation of glass from commingled recyclables from the point of collection to delivery to a MRF.
- Proposers shall outline specific requirements, costs and resources regarding their ability to accept items below. Proposer should indicate efficiencies in their ability to pick up multiple streams to reduce service trips. Recoverable items may include but are not limited to the following recyclable materials:
  - Glass bottles and jars;
  - Aluminum, tin, and bi-metal food containers, and aerosol cans;
  - Plastic bottles and tubs that are more than 6 ounces and up to 5 gallons, plastic flower pots and buckets less than 5 gallons;
  - Gable top and aseptic cartons;
  - Mixed paper including craft paper, paperboard, newspaper, magazines/catalogs and office paper;
  - Corrugated cardboard boxes (excluding waxed cardboard or pizza boxes) which may be or may not be broken down and up to 48" x 72" maximum size; Cardboard may be baled with weights up to 1500 lbs. Proposer should indicate their maximum capacity of bales per load.
  - Stretch wrap, sheet plastic and polyolefin and polyethylene bags;
  - Rigid plastic;
  - Styrofoam; Bagged.
  - Sheet/table vinyl; Typically baled.
  - Ferrous and non-ferrous scrap metal;
  - Wood pallets and untreated dimensional lumber, painted or unpainted;
  - Building materials; construction debris
- The following materials are excluded from this Contract, meaning that pickup and recycling services are not needed for these items. Excluded materials: electronics, hazardous waste, fluorescent lamps, confidential paper shredding, and edible food donations.
- Any contaminated loads and the nature of the contamination, if known, shall be documented (e.g. photographed and noted with time, date, material) and reported to the facility contact. If the contamination prohibits the materials from recovery and recycling, dispose as solid waste and notify the facility contact.
- All recyclable materials properly sorted according to instructions agreed to by the facility and the Contractor must be delivered to a MRF or end market for recovery. The contractor is specifically prohibited from delivering source-separated glass to a landfill for use in roadbed applications or for any end use that will not count toward the state recovery rate.
- Haul mixed dry waste, including construction and demolition (C&D) debris to a Metro-authorized Material Recovery Facility (MRF) for processing.
- Advise facility of any enhanced or additional recycling services or options as they become available, including recycling opportunities for additional materials not listed in this Contract.

## Scope of Work – Attachment A

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

The OCC provides food service and catering services. Contractor shall accept the following items, including but not limited to:

- Yard debris;
- Food waste (may or may not be collected in biodegradable bags)
  - pre-consumer waste
  - post-consumer waste;
- Compostable paper
  - waxed cardboard
  - food-soiled paper;
- Bio-plastics
- Fiber-based compostable serviceware
- Other items

Metro requires that all organics be hauled directly, or through a transfer station, to properly permitted or franchised composting or anaerobic digestion facilities that will utilize all properly prepared organics as feedstock.

- Provide organics collection services.
- Provide all receptacles needed to haul organics from serviced Metro facilities.
  - Note: Oregon Convention Center owns the compactor but still utilizes roll carts for compost collection.
- Provide labeling of receptacles that accurately describes the acceptable contents.
- Collect the agreed to compostable materials from the list above and any other materials mutually agreed to by the facility, and ensure that they are delivered to a facility that composts or anaerobically digests them.
- Report and document (photograph, note time, date, location, etc) any loads contaminated with non-compostable materials to the facility contact.

### E. Complaint Handling Procedure

- Work cooperatively and in the spirit of good faith with serviced Metro facilities to promptly resolve any concerns that occur relative to providing services. Document all inquiries and complaints and share documentation on the inquiry as well as the action taken to Metro facility representatives.
- Respond to questions, comments, concerns, requests and complaints by site representatives within one business day.
- Respond to complaints from staff, neighbors of Metro facilities and Metro site representatives within one business day and include site contact.

### F. Tracking & Reporting

- Provide monthly reports on the data points listed in Attachment B for the facilities serviced in this contract. See Attachment B, Monthly Reporting Template for details of what the monthly report includes.
- Reports shall include the weight of materials collected from serviced Metro facilities, in tons (1 ton = 2000 lbs).
  - For OCC, on a monthly basis, provide electronic copies of weight tickets from all loads taken directly to a transfer station or material recovery facility.
- Reports must be submitted electronically in an Excel spreadsheet .CSV file format no later than the 15<sup>th</sup> of the month for the proceeding month's data to the designated facility operations manager at each site.
  - An electronic copy of the report shall also be emailed to Metro's Sustainability Coordinator each month for inclusion in Metro's waste and recycling tracking system and annual sustainability report.

## Scope of Work – Attachment A

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- Contaminated recycling and composting containers: In the event that a recycling or composting container needs to be land-filled due to contamination, Contractor will document with photos and description and report this in an email to the facility contact.
- Contractor shall follow the formulas for calculating rebate amounts for mixed recycling, cardboard and scrap metal, or alternate solutions. Contractor may propose rate structure but the formulas must be agreed upon by the facility and must take into consideration all the materials associated with mixed recycling and be based on the prices from the Official Board Markets index. Rebates shall be credited within two invoice cycles. Credits shall reference the load(s) and include the formula or rate showing how the rebates were calculated.

### **G. Site Maintenance**

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

### **H. Equipment**

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

### **I. Safety**

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

### **J. Contract Management and Notices**

- In addition to a single email for regular service requests, provide a single point of contact to handle billing questions, contract questions and changes, any issues, questions, requests and problems related to the Agreement. The contact person must hold a position that allows the person to take appropriate action for response and/or problem resolution by the following business day. If for any reason the representative is not available (vacation/illness), Contractor's alternate point of contact name & email & phone number(s) will be provided to the Facility Contact. Contractor shall give Metro written notification of any change in account representation, within two (2) calendar days of the change.
- Notify Metro in writing of any changes in the ownership of firm or changes in the firm's ability to perform services.

## Scope of Work – Attachment A

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MERC Contract No. 206080

- Provide notice of violations or legal action by any regulatory agency against the Contractor within 14 days of receipt.
- Provide notice of any complaints filed with the Department of Labor against the Contractor within 14 days of receipt.
- Provide notice of any changes of the primary and secondary processing facilities used for the recycled commodities outlined in Section III. C. (Recycling) and D (Organics).
- Provide notice of any changes of the MRF, processor or end market used for materials collected, including recyclable materials and organics.

### 3. Deliverables/Outcomes

To provide professional Solid Waste and Recycling Collection Services.

### 4. Payment and Billing

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice. Contractor shall ensure that its billings are correct each month. **If such billings are found to be incorrect and the bill reduced accordingly, Recology shall give a 10% discount on the next month's bill.**

## Attachment B – Monthly Reporting Template

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MERC Contract No. 206080

At a minimum, the monthly reports will contain the following data points. Weight of materials is required in tons wherever feasible. Reports shall be provided in electronic format using a .CSV file.

1. Hauler Name
2. Facility Name
3. Invoice #
4. Invoice date
5. Due date
6. Service date
7. Work order #
8. Material Name
9. Landfill-bound garbage (MSW, mixed solid waste) - tons
10. Recovered materials - tons
  - a. Glass
  - b. Commingled recyclables (paper, plastic and metal containers)
  - c. Organics (compost)
    - i. Yard debris
    - ii. Food/compostable waste
  - d. Paper
    - i. Office grade paper mix
    - ii. Other mixed paper
  - e. Cardboard
  - f. Dry Waste, including construction and demolition (C&D) materials
    - i. Metal
    - ii. Wood
    - iii. Concrete
    - iv. Carpet
    - v. Other dry waste materials
  - g. Plastics
    - i. Rigid plastics
    - ii. Styrofoam
    - iii. Mixed plastics
    - iv. Vinyl
11. Receptacle/container Type
12. Fee component: Fee types used in line components on invoice. (i.e. labor, materials, packaging, disposal)
13. Current OBM rate for commodities collected
14. Quantity (weight in tons)
  - a. Note whether the weight is from an actual scale ticket and provide a copy of the ticket with the monthly report, or whether the weight is an estimate, and refer to the method by which the estimate was created.
15. Unit of measure for material line item (i.e. tons, pounds, gallons, each, etc) – Tons
16. Rate
17. Charge Fee (\$)
18. Invoice Total

## Attachment C - Pricing Schedule

MERC Contract No. 206080

Receptacle Quantity	Receptacle Size	Unit (e.g. Yard)	Receptacle Type	Material	Estimated Pickup Schedule	Price per Receptacle Pickup	Disposal Cost (if applicable)	Rebate per Unit (if applicable) Based on OBM Index
1	25	Yards	Compactor	Wet Waste	On-Call	\$109.00	105/ton	
1	15	Yards	Compactor	Cardboard	On-Call	\$109.00	\$0	100% Market
1	25	Yards	Compactor	Commingled Recycling	On-Call	\$109.00	41.00/ton	100% Market
1	20	Yards	Compactor	Organics	Weekly	\$105.00	66.23/ton	
20	64	Gallons	Roll Cart	Glass	Weekly	\$4.80	Per Pickup	
1	40	Yards	Drop Box	Scrap Wood	On-Call	\$145.00	\$0	
1	TBD	Yards	Drop Box	Yard Debris	On-Call	\$105.00	66.23/ton	
1	TBD	Yards	Drop Box	Dry Waste (C&D Waste)	On-Call	\$105.00	97.5/ton	
			Bales	Bulk Paper	On-Call	\$105.00	45/ton	100% Market
			Bales	Film Plastic	On-Call	\$105.00	45/ton	100% Market
			Bales	Rigid Plastic	On-Call	\$105.00	50/ton	100% Market
			Bales	Vinyl	On-Call	\$105.00	45/ton	100% Market
			Bales	Cardboard	On-Call	\$105.00	\$0	100% Market
			Bales	Styrofoam	On-Call	\$105.00	25/ cubic yard	
			Drop Box	Metal	On-Call	\$105.00	\$0	100% Market

## Attachment D - Definitions

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MERC Contract No. 206080

All definitions provided below are from Metro's Regional Solid Waste Management Plan (RSWMP) unless otherwise noted.

End Market: Outlets for materials such as post-consumer paper, which are manufactured into a finished product or materials such as scrap tires that are incinerated to recover energy.

Pickup: Collection of solid waste or recyclable materials or both from their source of generation.

Recyclable Materials: any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material. "Recycling" means any process by which solid waste materials are transformed into new products in a manner that the original products may lose their identity (from Oregon Revised Statutes 459.005).

Material Recovery: A solid waste management facility that separates materials for the purposes of recycling from an incoming source-separated or mixed solid waste stream. Or, any process of obtaining from solid waste, by presegregation or otherwise, materials that still have useful physical or chemical properties that can be reused or recycled for some purpose (from Oregon Revised Statutes 459.005).

Materials Recovery Facility (MRF): A solid waste management facility that separates materials for the purpose of recycling from an incoming source-separated or mixed solid waste stream.

State Recovery Rate: The state-mandated percent of total solid waste generated that is recovered from the municipal solid waste stream.

Organics: Food scraps and food soiled non-recyclable paper. Organics may also include plant waste/yard debris and land-clearing debris.