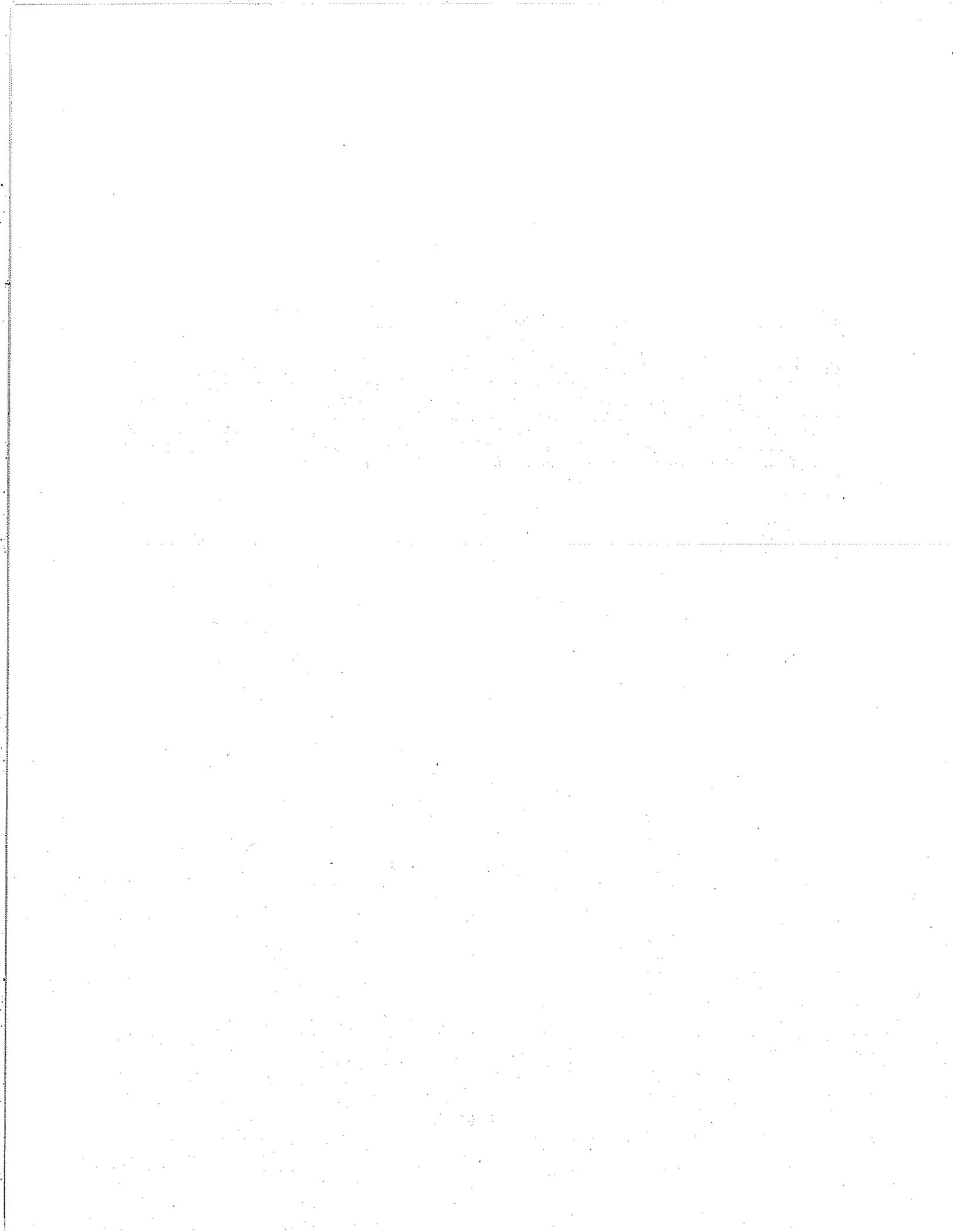


regards to METRO RFP Draft for Organic material.txt
From: Tyler Miller [tyler@dirthugger.com]
Sent: Thursday, August 18, 2011 11:49 AM
To: Chuck Geyer
Cc: Pierce Louis; Karen Slusarenko
Subject: regards to METRO RFP Draft for Organic material

Hey Chuck,
I called and left you a message, but thought I would follow up with email also. We have a composting facility out in The Dalles, OR, have only been open

one year, currently can take 5,000 tons more of Type III (post consumer) material with our current process, easily expand to 10,000 tons more with minor processing changes. We are on a 100 acre parcel, no neighbors, easily accessed by I-84 (2 minutes from freeway), and have no cap on our permit, meaning would could easily expand to accept more material. I have read the draft of the RFP, we don't meet the criteria of 50k tons /yr processing capability at this point in time, and only have one year experience not the two. How flexible is METRO in the draft phase to allowing smaller composting companies bid for this material? we would love to open our doors to doing business with METRO, and even 5,000 tons of material a year would really help us financially in order to keep supporting our rural community out in the Columbia Gorge. Thank you so much for your time chuck, and I look forward to your reply.
Cheers,

Tyler Miller
Dirt Hugger LLC
(541) 490-2350





August 22, 2011

Chuck Geyer, Principal Planner
Metro- Solid Waste Operations
600 NE Grand Avenue
Portland, Oregon 97232

Subject: Draft Commercial Organics Request For Proposal (RFP)

Dear Mr. Geyer,

Thank you for the opportunity to review and comment on the draft RFP for Transportation and Processing Services for Organic Wastes from the Metro Central Transfer Station dated August 5, 2011. The comments below reflect the cumulative thoughts of Recology and Columbia Biogas team members and are as follows:

First, we noted a concerning theme throughout the draft RFP which would significantly affect how the Operator would manage the processing, residual material, testing and reporting requirements. For example, the requirements in the Scope of Work, particularly Sections E and F, imply that the Contractor must keep material delivered from the Metro Central transfer station separate from material delivered from other sources for processing. To comply with this and other stated requirements, the Operator would have to develop a Metro-only operating plan/system independent of other existing or planned operations which accept, or are planning to accept, like materials (in this case Type III feed stock).

Second, by defining "containers" to include a wider means of storage, the Operator will have increased operational flexibility and the ability to propose a more efficient and economical operation.

Specific areas we wish to comment on and would ask that you consider revising are:

1. Section III Proposed Scope of Work/Schedule: Consider extending operations through March 31, 2017 with a mutual extension to December 31, 2019.

2. Section VII Proposal Contents: The Vendor Review Draft RFP establishes a maximum proposal length of 20 pages, and the cover letter distributed with the draft RFP states that proposers will have three weeks to develop and submit proposals. Given the breadth and depth of the Proposal Questionnaire, adequate responses cannot be developed within these limitations. For this reason we recommend that the maximum proposal length be increased to 80 pages. In addition, we would prefer four to six weeks to provide an adequate response to your request.
3. Section IX, the Evaluation of Proposals: We propose the following revisions to the Proposal Evaluation Procedure and Criteria. Revising specific criteria in key categories supports the region's priorities.

a. EVALUATION CRITERIA

Operational Approach	25%
Experience	15%
Cost	25%
Diversity	10%
Sustainable Business Practices	25%

- b. OPERATIONAL APPROACH: Criteria for operational approach to producing and marketing highest and best use products in addition to transporting and processing organics seems to be missing. We suggest the following revision to the Evaluation Criteria and that the revised criteria be addressed in the proposal questionnaire. Suggested revision in *bold italics*:

- ***Ability to produce and distribute products created by the organics processing by providing sufficient quality controls and experienced marketing personnel.***

Many of the "Operational Approach" criteria, while addressed in the RFP's "Scope of Work" discussion are not addressed in the proposal questionnaire. For this reason we recommend that the lined out evaluation criteria below be eliminated from the RFP.

- ~~Equipment replacement schedules.~~
- ~~Ability to maximize payloads over time.~~
- ~~Emphasis on safety procedures/training and employee evaluation.~~
- ~~Emergency procedures for dealing with accidents and releases to the environment.~~
- ~~Flexibility of the system in adapting to changes in technology, fuel supplies or other changing conditions.~~

- Quality of facility contaminant screening procedures, highest and best use of contaminants removed and ~~feedback procedures to transfer station operator.~~
- c. SUSTAINABLE BUSINESS PRACTICES: Criteria in support of sustainability goals, such as the Metro Council's sustainability attribute in Resolution 08-3940 and Ordinance 10-1244B for example, could be strengthened. We suggest the following revisions to the Evaluation Criteria and that revised criteria be addressed in the proposal questionnaire. Suggested revisions in *bold italics*:

Economy: Support of local businesses and markets within the Portland Metro region. Metro will examine the following aspects of the proposal in evaluating this criteria *and reward companies that*:

- *Develop and use markets that create highest and best use products such as certified organic compost and renewable energy.*
- *Are located within the Metro region*
- *Have sustainability policies and guidelines*
- *Practice environmentally preferable purchasing*
- *Have implemented source reduction and recycling programs*
- Support local vendors and contractors who *also* employ sustainability practices
- Utilize local markets for recovered materials
- *Support companies that use recycled content in their products*
- *Seek the highest and best use markets for their discards*
- *Make an effort to support or give preference to local businesses*
- *Close the recycling loop locally*
- *Create local jobs by developing opportunities for longer term sustainable employment*
- *Infuse capital into the local community with future development*
- *Employ business and innovation practices that qualify for both carbon and renewable energy credits*

Environment: Business practices to reduce environmental impacts of your operations. Metro will evaluate the following aspects of the proposal *and reward companies that*:

- *Reduce greenhouse gas and diesel particulate air emissions through reduced driving distances and/or alternative fuels use in transportation*

- *Reduce greenhouse gas emissions through transportation, processing and marketing of organics collected and resulting products and byproducts*
- *Produce soil amendment products that improve soil nutrition, water retention and disease resistance*
- *Utilize byproducts for beneficial use*
- *Divert waste from landfill disposal*
- *Replace chemical or petroleum-based products in the supply chain through processing and creation of non-fossil fuel-based products and byproducts.*
- *Can track and verify carbon emissions through a national registry*
- *Can demonstrate progressive reductions in greenhouse gas emissions*
- *Employ state-of-the-art controls to reduce diesel particulate air emissions*
- *Reduce stormwater runoff (responsibilities for permit compliance are contained in the operational requirements; compliance practices will be evaluated under the operations criterion)*
- *Employ state-of-the-art controls to mitigate environmental, public health and nuisance impacts*
- *Have policies, procedures and programs for source reduction, recycling, reuse, composting, renewable energy and overall reduction of natural resources*
- *Reduce use and discharge of toxic materials*
- *Handle, treat and/or dispose of process water or other byproducts in the most environmentally friendly manner*
- *Possess a history and track record of environmental compliance*
- *Strive to utilize renewable energy to power their fleet and facilities*
- *Endeavor to reduce traffic and congestion by siting facilities near the feedstock source*
- *Utilize Innovative technology to maximize process efficiency and finished product quality*

Community: The employee compensation structure of your organization and the benefits to the broader community. Metro will examine the following for this aspect of the proposal and reward companies that:

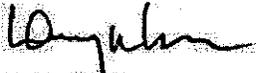
- *Provide employee wage and benefits package*
- *Provide employee training/educational opportunities*
- *Promote employee participation in the community by encouraging volunteering in local community activities and groups-service during work hours*

- *Outreach and benefits to neighbors of collection, transfer and processing facilities*
- *Outreach and benefits to broader Metro community (residents, businesses, elected officials, local and regional government staff)*

4. Price Schedule, A. Cost Proposal. Allowing alternative rate structures (i.e. rates that include an annual inflationary adjustment and fuel surcharge, a fixed flat rate with an additional rate per ton, or a scaled rate tied to volumes) may allow for a wider range of competitive bids with more favorable costs per ton.

Finally, as a point of clarification, the equipment currently dedicated to the organics bay at the Metro Central Station is a 938H. The 950H is not typically used.

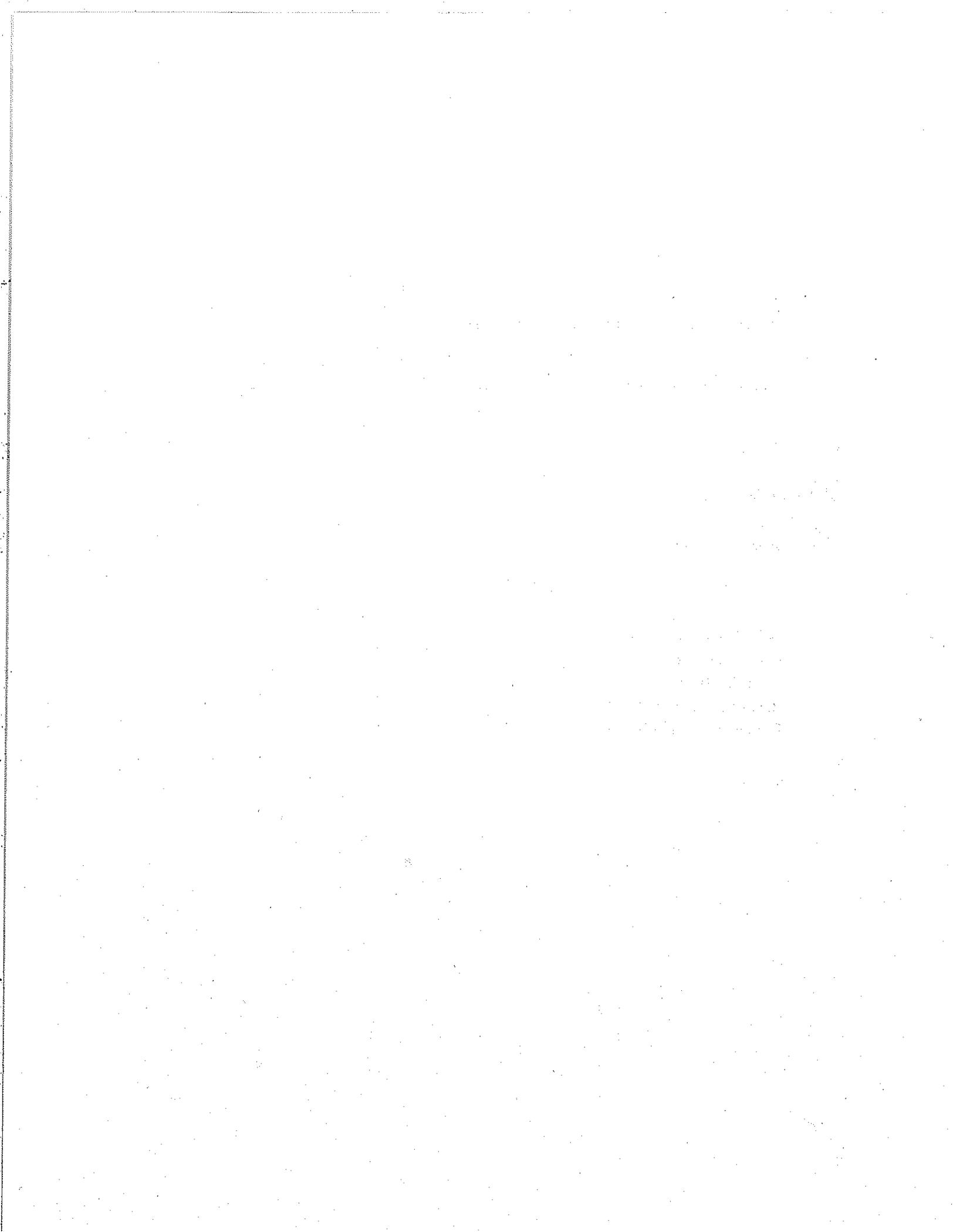
Sincerely,



Larry Wilkins

G.M., Recology Oregon Recovery

cc: G. McGrath, Recology
A. Cimento, Recology
D. Dutra, Recology
H. Stirnkorb, Columbia Biogas
D. Kies, Columbia Biogas



Chuck Geyer

From: Evans, Bronwyn [BEvans@republicservices.com]
Sent: Monday, August 22, 2011 4:13 PM
To: Chuck Geyer
Cc: Huycke, Mike; May, Brian; Strandy, Daniel
Subject: Comments on draft Organics RFP
Attachments: Comments on draft Metro Organics RFP to CG.doc

Chuck,

Attached please find Allied Waste's comments on the draft Organics RFP. I have included our questions and comments in blue throughout the document adjacent to the relevant section.

Please contact me if you have any questions about our feedback.

We look forward to responding to the RFP.

Bronwyn

Bronwyn Evans
Allied Waste
Municipal Relationship Manager
110 NE Walnut Blvd Corvallis OR 97330
office: 541-754-0445 ext 211
cell: 541-231-0420

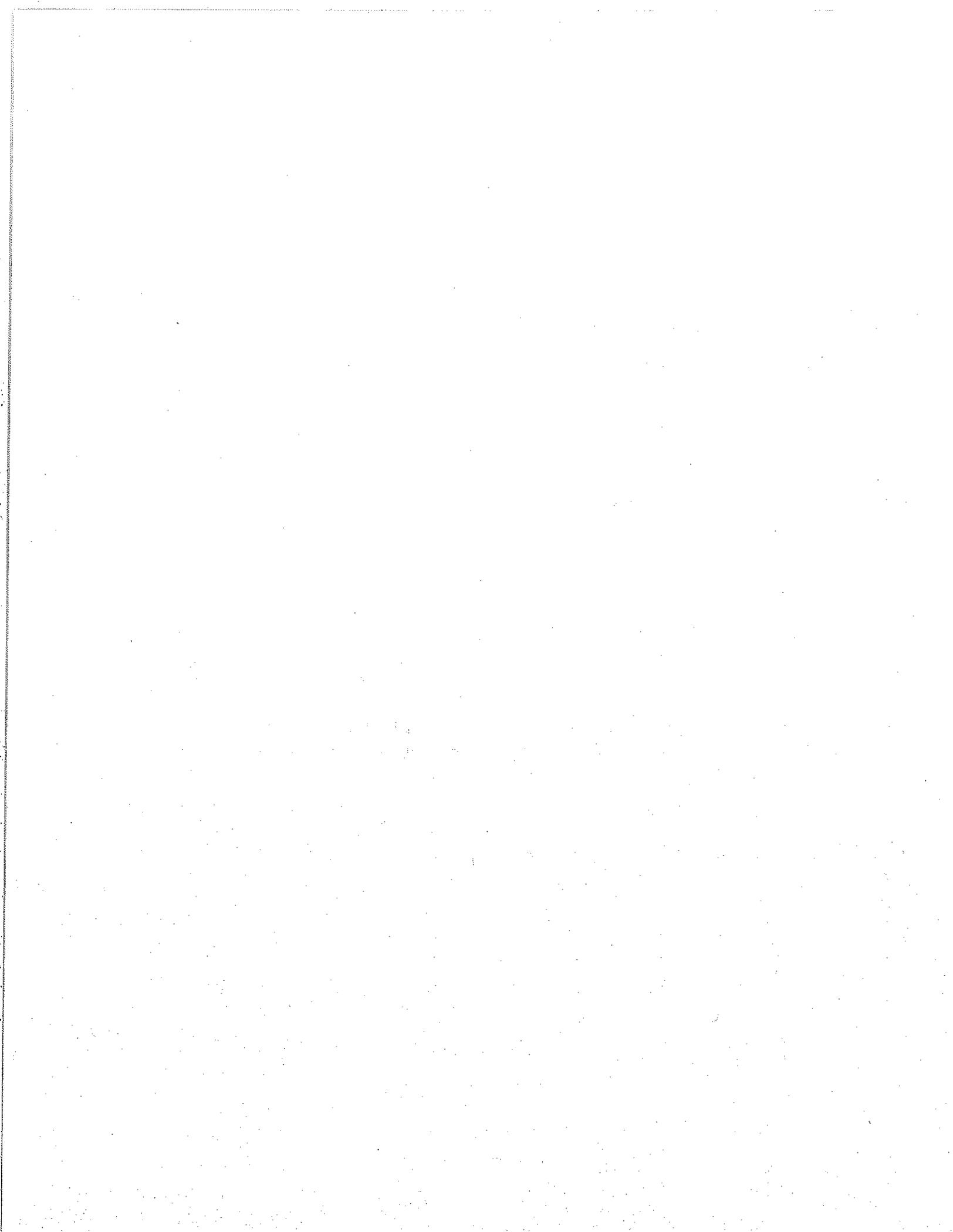
From: Chuck Geyer [<mailto:Chuck.Geyer@oregonmetro.gov>]
Sent: Thursday, August 04, 2011 3:39 PM
To: Huycke, Mike
Subject: Organics RFP

Mike: Attached is a letter requesting comments on the (also attached) RFP. Unlike our original concept we discussed during our visit, the RFP does not include residential organics. We found mixing the streams problematic for a single procurement.

The RFP is also being sent to Carol Dion.

Hope all is well and feel free to call if you have questions.

Chuck Geyer
Principal Planner
Metro- Solid Waste Operations
Chuck.geyer@oregonmetro.gov
503-797-1691





RFP FOR TRANSPORTATION AND PROCESSING SERVICES FOR ORGANIC WASTES FROM THE METRO CENTRAL TRANSFER STATION

RFP ~~XX-XXXX~~

Vendor Review DRAFT 8-5-11

Metro Parks & Environmental Services Department
600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager
Chuck Geyer, Principal Planner
chuck.geyer@oregonmetro.gov
503-797-1691

Procurement Analyst
Karen Slusarenko
karen.slusarenko@oregonmetro.gov
503-797-1809

Notice is hereby given that proposals for RFP ~~XX-XXXX~~ for TRANSPORTATION AND PROCESSING SERVICES FOR ORGANIC WASTES FROM THE METRO CENTRAL TRANSFER STATION shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on ~~Month XX, 2011~~. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

I. INTRODUCTION

The Solid Waste Operations group- a division of the Parks and Environmental Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for transportation and processing services for up to 50,000 tons of organic wastes from the Metro region, beginning January 1, 2012 and continuing for a three to five year period. Proposals will be due no later than 3:00 p.m., _____ 2011 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736 Attention: Karen Slusarenko, Procurement Services. Copies of the RFP may be obtained from Metro's website at _____. Questions concerning the project should be directed to Karen Slusarenko.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The Metro region comprises three counties and 25 cities with a combined population of nearly 1.6 million people. The commercial and residential sectors in the region dispose of over 240,000 tons of organic waste (e.g., all types of food waste including fruits and vegetables, meats, seafood, grains, dairy and bakery waste) and compostable non-recyclable paper (e.g., food soiled paper, waxed corrugated cardboard) annually. It is estimated that approximately 55% of this waste is generated by the commercial sector and 45% from residences. In 2010, the region recovered and composted over 22,500 tons of organics from the commercial sector. 17,700 tons of this material was received at Metro Central Station.

The organic waste generated by the commercial sector is the focus of this procurement. Targeted businesses include: grocery retail and wholesale, restaurants, food service, caterers, institutional cafeterias and kitchens, and food processors. Metro estimates that this sector generates approximately 136,000 tons per year of recoverable organic waste.

Why is Metro limiting this RFP to commercial food wastes? The City of Portland will be implementing its new program to collect residential food scraps with yard debris. Inclusion of this material from MCS would ensure Contractor has an adequate amount of yard waste necessary to mix with food scraps for proper composting.

The region established a commercial organics recovery and composting program in February 2005. The City of Portland (the largest city in the region) is the only jurisdiction that has established a formal business organic waste collection program: *Portland Composts!* Other jurisdictions have either run pilot projects or are in the process of establishing programs within their boundaries.

Metro owns and contracts for the operation of two transfer stations. These transfer stations handle roughly 45% of the putrescible solid waste generated and disposed in the region. Metro sets the rates for the delivery of materials to its two transfer stations. In January of 2001, Metro passed an ordinance amending its solid waste code (Chapter 5.02) to create a charge at its transfer stations for the receipt, handling transfer and processing of commercial organic waste.

III. PROPOSED SCOPE OF WORK/SCHEDULE

The purpose of this RFP is to solicit proposals to transport and process source-separated organic wastes generated by the commercial sector and received at the Metro Central transfer station (referred to as the Metro Central Station or MCS). The station is located at 6161 NW 61st Ave., Portland, Oregon and tours of the facility are available upon request. A history of commercial organic waste tonnage received and projections are contained in the Appendix.

Generally, the work consists of receipt, transport and processing of source-separated commercial organic wastes delivered to Metro Central Station. The work is detailed in the attached "Scope of Work" section of this document. Metro will also provide access to scales and weighing tickets. Under Metro's guidance, the transfer station operator will provide pre-sorting, load check/quality control and loading services.

The successful Proposer shall begin operations January 1, 2012 and continue through December 31, 2015. A possible extension of any contract until the end of 2017, at Metro's option, shall also be available

A mutual extension agreement rather than one at Metro's sole discretion will result in a more competitive price.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

(1) The Proposer or, if applicable, a parent company, a partner of the Proposer, or a principal on the project team who will be active in the project, must have no fewer than two years of actual operating experience in transportation and processing projects of a similar nature and scale.

The experience should be more than 2 years in Oregon to understand the effectively handle the effects of weather, compost markets, and community impacts.

(2) "Similar nature and scale" shall mean annually transporting and processing (using the processing technology proposed) a minimum of 50,000 tons per year of time-sensitive freight with moisture content similar to commercial organics.

A demonstrated ability to effectively market finished compost in Oregon should be added in order to avoid issues associated with inventory surplus.

V. PROJECT ADMINISTRATION

Metro's Transfer Station Operations Manager, Bruce Philbrick will administer the resulting contract for Metro. Proposer shall indicate one point of contact for the resulting contract for the successful proposer.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Six physical copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services

Attn: Karen Slusarenko **RFP XX-XXXX**

600 NE Grand Avenue

Portland, OR 97232-2736

One PDF electronic copy should be emailed to karen.slusarenko@oregonmetro.gov

- B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.
- C. RFP as Basis for Proposals
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Karen Slusarenko karen.slusarenko@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on Month XX, 201X.
- D. 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. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.
- E. Minority, Women and Emerging Small 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, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain no more than 20 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the Proposer to perform the work requested as described in the Scope of Work, as outlined below. Proposals may include alternatives to these requirements; alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Utilizing the enclosed questionnaire, describe how the work will be done within the given timeframe and budget. Metro will evaluate the appropriateness and adequacy of the proposed approach based on the factors contained in Section IX of this RFP.
- C. Staffing/Project Manager Designation: Utilizing the enclosed questionnaire, identify the specific staffing plan proposed for the project. Include resumes of individuals proposed for this contract. Metro will evaluate the appropriateness and adequacy of the proposed staffing plan based on this information.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro in developing a contract as well as to perform the work.

- D. Experience: Utilizing the enclosed questionnaire, indicate how your firm and processing approach meets or exceeds the experience requirements listed in section IV of this RFP.
- E. Cost/Budget: Utilizing the "Cost Proposal" form contained in the questionnaire, list the proposed cost per ton.
- F. Diversity in Employment and Contracting: Utilizing the enclosed questionnaire address Metro's values of diversity as described in Section IX.
- G. Sustainable Business Practices: Utilizing the enclosed questionnaire, please describe how your proposal addresses the Sustainability values of Economy, Environment and Community as described in Section IX of this RFP.
- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal. Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.
- I. Confidentiality: This paragraph shall apply to information that the Proposer is submitting to Metro which the Proposer considers to be confidential and proprietary, and which the Proposer does not want Metro to disclose to third parties. To protect such information from disclosure, Proposers should specifically identify the pages of the proposal containing such information by marking the applicable pages "**CONFIDENTIAL.**"¹ Provided that, in Metro's sole discretion, such information should reasonably be considered confidential, and to the extent otherwise permitted by law, Metro obliges itself in good faith not to disclose such properly identified confidential information to any person outside of Metro. However, Proposers should be aware that Oregon Law (ORS chapter 192) requires public disclosure of most records deemed to be "public records." Metro cannot, therefore, guarantee to protect the confidentiality of any records submitted to Metro, even if the Proposer believes them to be exempt from disclosure. If properly identified confidential information is requested, and if Metro determines that such information should reasonably be considered confidential, Metro will not disclose it unless ordered to do so by the Multnomah County District Attorney, and, if Metro receives such an order, Metro will provide Proposer with the opportunity to appeal the District Attorney's decision to the State courts.

Metro will not release for public inspection any portion of proposals received until it concludes negotiations and issues a Notice of Intent to Award.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to 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.

¹ Proposers shall not identify the entire proposal "CONFIDENTIAL".

- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. 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. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. 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.
- D. 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.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

OPERATIONAL APPROACH	<u>Percentage of Total Score</u> 25
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- Metro will evaluate the appropriateness and adequacy of the proposed approach based on the following:
- Ability to transport and process organics in a timely manner by providing sufficient equipment and appropriately trained personnel.
 - Operational procedures/location of supervisory personnel to ensure the coordination of activities in delivering reliable, timely service.
 - Likely effectiveness of contingency plans for dealing with planned and unplanned disruptions to normal service such as inclement weather and facility closure.
 - Equipment maintenance procedures and facilities.
 - Equipment replacement schedules.
 - Ability to maximize payloads over time.
 - Emphasis on safety procedures/training and employee evaluation.
 - Emergency procedures for dealing with accidents and releases to the environment.
 - Flexibility of the system in adapting to changes in technology, fuel supplies or other changing conditions.

- Quality of facility contaminant screening procedures, highest and best use of contaminants removed and feedback procedures to transfer station operator.

We suggest operational approach should be weighted more heavily (35%) due to the importance of a well run composting site and quality end product.

EXPERIENCE **15**
 Experience of the firm and key personnel in performing work similar to that described in this RFP.

COST PROPOSAL **40**

DIVERSITY **10**

- Work Force Diversity – Proposer's work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Proposer's history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – The ownership of proposer's firm and whether or not the firm is certified by the State of Oregon as an MBE, WBE or ESB.

SUSTAINABLE BUSINESS PRACTICES **10**

- Economy: Support of local businesses and markets within the Portland Metro region. Metro will examine the following aspects of the proposal in evaluating this criteria:
 - Develop sustainability guidelines and checklists for purchasing
 - Support local vendors and contractors who employ sustainability practices
 - Utilize local markets for recovered materials
 - Use of markets that create highest and best use products
- Environment: Business practices to reduce environmental impacts of your operations. Metro will evaluate the following aspects of the proposal:
 - Reduce greenhouse gas and diesel particulate air emissions
 - Reduce stormwater runoff (responsibilities for permit compliance are contained in the operational requirements; compliance practices will be evaluated under the operations criterion)
 - Nuisance control and mitigation procedures
 - Reduce natural resource use
 - Reduce use and discharge of toxic materials
 - Treatment and disposition of process water or other byproducts
 - Track record of environmental compliance
- Community: The employee compensation structure of your organization. Metro will examine the following for this aspect of the proposal:
 - Wage and benefits package
 - Training/educational opportunities
 - Promote community service during work hours

TOTAL

100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand Ave., Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

Scope of Work

SCOPE OF WORK

A. Introduction

The purpose of the SCOPE OF WORK is to provide the Contractor with its responsibilities for the transport and processing of source-separated organic waste delivered to Metro Central Station. These responsibilities are detailed in the sections below. An overview is provided in this introduction.

The Metro Central Station (MCS), located at 6161 NW 61st Avenue, Portland, Oregon receives mixed solid waste and some source separated recyclables from both commercial haulers and the general public. Customers enter the facility through the northeast entrance of the site. Customers proceed to scalehouses for weighing. Scalehouses are run and managed by Metro staff. After leaving the scalehouses they are under the direction of Metro's contracted transfer station operator, which is responsible for ensuring the waste is properly unloaded and inspected for unacceptable materials.

Source separated organic waste will be delivered to and unloaded in a specially designated and segregated area of the transfer station where it will be inspected for contaminants². Loads that do not meet the Acceptable Organic Waste standards and which cannot be made to meet standards with selective sorting of gross contaminants by the transfer station operator, will be rejected, treated as solid waste at the transfer station and sent to the landfill. "Acceptable Organic Waste" is defined as source-separated commercial organic wastes received at Metro Central Station that comply with Contractor's list of acceptable materials in Section J of the Scope of Work together with the acceptable level of contamination in Section J.

Loads that meet standards will be reloaded by the transfer station operator into Contractor's transport containers. Metro's transfer station operator will take steps to minimize odors and keep the staging area clean.

Tarping or otherwise covering the load, moving and weighing containers is the responsibility of the Contractor for transport when full. Contractor must coordinate what equipment can be loaded by the transfer station operator. It is the responsibility of the Contractor to resolve conflicts between transfer station operators loading procedures and the compatibility of Contractor's vehicles. It is the Contractor's ultimate responsibility to inspect transport containers to ensure they are properly sealed and readied for transport.

Contractor shall coordinate its activities with the transfer station operator as well as with any other Metro staff and contractors to maximize transfer efficiencies. Full containers will be transported by Contractor to the processing facility where they will be unloaded according to applicable permit requirements. Containers should be cleaned as needed before they are returned to MCS.

The facility will be open for the public from 8am to 5pm, seven days a week. The facility will be open for commercial and industrial accounts with automation tags seven hours earlier, except on Sundays when it will open at 7:00 a.m. for all customers. The facility will be closed for all business on Christmas and New Year's Days. Metro reserves the right to prohibit or limit the type or types of accounts which may use the facility. Metro reserves the right to increase or decrease the hours and days that the facility is open.

² The material handling and screening requirements for the transfer station operator are contained in the Appendix of the RFP.

The Contractor shall not be entitled to any reimbursement, under any provisions of this Scope of Work for costs or revenue losses due to changes by Metro in the type of accounts that may use the facility, or in a decrease in the number of hours the facility is open. Metro shall provide the Contractor with 24 hours written notice of any change in hours of operation or types of accounts that may use the facility.

Waste volumes will fluctuate daily, weekly, monthly and annually. The Contractor must be capable of handling these variations such that the operations at the transfer station are not substantially impeded. Substantially impeded shall mean "the inability of customers to unload organic waste, inability of transfer station operator to inspect and reload organic waste, or Contractor's failure to remove full containers and provide empty containers within two hours." Substantially impeding operations shall be subject to liquidated damages.

Metro employees, operating the scalehouse, shall make all determinations regarding fees to be paid by haulers using the facility. Metro and the transfer station operator will determine what waste shall be categorized as Acceptable Organic Waste in compliance with Section J. All Acceptable Organic Waste shall be weighed prior to removal from MCS. Contractor must adhere to all Metro rules and procedures concerning access and weighing of loads. The Contractor shall be paid based on the outgoing weights established at Metro scalehouses.

The empty or tare weight of organic waste transport vehicles will be established by Metro and recorded. After loading, the vehicle shall be reweighed to determine the net weight of the load. Metro's transfer station operator has responsibility for controlling the movement of traffic on-site. Contractor will follow all directions and traffic flow instructions given by transfer station operator while on-site. The operator will direct Contractor to the appropriate load-out area and load weighing area.

B. Scheduling and Receipt of Materials

- 1.) Contractor shall receive and transport all Acceptable Organic Waste that have been loaded by Metro's transfer station operator.
- 2.) Contractor shall inform Metro within 24 hours of receipt of loads that do not meet material acceptance standards. Contractor shall take all steps necessary to monitor and remedy material quality issues.
- 3.) Contractor shall schedule all pickups with Metro's transfer station operator 24 hours prior to arrival at the transfer station and shall be responsible for transporting organic wastes as often as necessary to avoid impeding normal transfer station operations.
- 4.) Contractor shall follow transfer station operator's scheduling parameters and protocols and shall arrive within one hour of agreed time.

C. Transport Protocols

- 1.) Contractor shall provide all transportation services for Acceptable Organic Waste. Contractor shall ensure that all transport equipment is compatible with the transfer station operator's equipment³ and appropriate for long-haul transportation. Contractor shall ensure that all equipment is properly secured for safe transport.

³ Transfer station operator plans on utilizing Caterpillar 950H WHEEL LOADER or 938H WHEEL LOADER

- 2.) Contractor shall transport all loads directly from Metro's transfer station to Contractor's permitted facility in a responsible and environmentally sound manner and in compliance all applicable U.S. Department of Transportation specifications.
- 3.) Contractor shall ensure that all Contractor-furnished transport equipment supplied is maintained in a safe working condition, is roadworthy, and each container shall be watertight and shall be designed, constructed, loaded, operated, secured and maintained so as to prevent the escape of waste, liquids, and odors, and to prevent the loss or spillage of wastes in the event of an accident. Any transport equipment which in the sole opinion of Metro does not comply with contract requirements shall be repaired or replaced prior to being utilized for another load.
- 4.) Contractor shall assume ownership and full responsibility for any damage that is caused to the transfer station equipment, Metro property or the transfer station facility.
- 5.) Contractor shall assume title to and all responsibility for the acceptable organic wastes once the materials are in the possession of Contractor as defined above. Any spills, leaks, etc. while materials are in the possession of Contractor are the sole responsibility of Contractor to remedy.
- 6.) Contractor shall provide empty containers to accommodate 20 tons of material in the organics staging area at Metro's transfer station at all times. If no empty containers are available in the staging area the Contractor has two hours to remedy the situation.
- 7.) Prior to leaving the transfer station, the container must be moved by the Contractor to the Metro-designated scale, where an accurate weight ticket will be produced after data input by the Contractor's shuttle driver. Each transaction will produce a multiple copy ticket documenting the load and its weight. The load ticket shall serve as the load manifest for transport to the Contractor's processing facility.

If the container is over legal weight, the Contractor will move the container to an off-load area for payload adjustments by the transfer station contractor and then back to the scale for re-weighing. Contractor shall note on the manifest the corrected weights and that an adjustment occurred.

The transfer station operator should be penalized for causing the Contractor the expense of waiting time for legalizing overweight boxes. Any Contractor delays caused by transfer station operator should be billed through Metro at \$85 per hour and reimbursed to Contractor.

Contractor shall clean all transport containers immediately upon unloading at the processing facility to prevent malodor, unsightliness and/or attraction of vectors.

Cleaning containers should be on an as needed basis instead of on every load. This seems like an unnecessary use of water.

- 8.) Contractor shall supply a written safety plan with emergency contact numbers for accidents, cleanups etc.- for approval by Metro.
- 9.) All transport routes between the transfer station and the processing facility shall be approved by Metro.

D. Pre-Processing and Processing

- 1.) Contractor shall deliver the load to Contractor's facility and treat the materials in the manner required to be in compliance with all applicable permits, licenses and regulations of whatever nature.
- 2.) Contractor shall obtain a receipt from the processing facility upon arrival showing the time, any weight information and clearly identifying the load. Copies of this receipt shall be forwarded to Metro.
- 3.) Contractor shall process the organic waste on-site in an environmentally-sound manner in compliance with all applicable permits, licenses and regulations of whatever nature.
- 4.) In conjunction with the reports requested in section F. below, Contractor shall provide to Metro on a monthly or more frequent basis as needed, updates on the types and amounts of unacceptable materials present in the organic waste received by Contractor as follows: amount of plastic, metal, glass and other contaminants based on weight or volume estimates- and their ultimate disposition.

E. End Product Testing

- 1.) Contractor shall test all end-products derived from Metro region organic wastes on a monthly basis for the first six months beginning at the time the first end-product is produced. Testing will then shift to a quarterly basis for the duration of this Contract. At a minimum testing and sampling methods shall be conducted in accordance with the US Composting Council's Seal of Testing Assurance or an industry-accepted equivalent standard approved by Metro for end products other than compost. Testing results shall be provided to Metro within 15 calendar days of receipt by Contractor.

It would not be feasible to test just compost derived from Metro since the material will be blended with yard waste for proper composting and perhaps with food waste from other sources.

- 2.) Contractor shall document the disposition of all products leaving the processing site of whatever nature and shall make this information available to Metro.

F. Reporting

- 1.) Provide to Metro monthly reports due no later than 10 days after the end of the month. Monthly reports will be reduced to quarterly after receipt of the first 12 monthly reports by Metro. Reporting will include but not be limited to:
 - Tons of organic wastes received and processed. Insert "as they relate to this contract"
 - Amount and type of contaminants removed. Insert "as they relate to this contract"
 - Disposition of all contaminants removed. Insert "as they relate to this contract"
 - Any disruptions or malfunctions in processing equipment and methods. This is proprietary information.

- Processing time, technique and monitoring methods. This is proprietary information.
- Amount of finished product produced. This is proprietary information. Also Metro material is not the only feedstock.
- Test results of finished product.
- Disposition of all end-products or by-products of processing. This is proprietary information.
- Documentation of compliance with sustainable business practices.
- Any changes in facility permit status.

2.) Additional Reporting Requirements

- Contractor shall supply an emergency plan designed to minimize hazards to human health and the environment in the event of a work stoppage, inclement weather conditions, breakdown or accident of any of the major equipment components directly involved in the transport, pre-processing and processing of organic waste from the Metro region. Plan shall include a contact list of key personnel and their responsibilities during an emergency.
- Contractor shall supply a backup plan to continue operation in the event of a failure of either the primary transport or processing systems being utilized. Plan should minimize disruptions to the processing requirements and timelines contained in this Contract. Any facility used in such a backup plan must comply with the requirements of this contract.

The above plans must be submitted to Metro within 30 days of contract execution and must receive the approval of Metro prior to the start of operations.

- Upon request, Contractor shall supply additional information to Metro in order to determine compliance with Contract requirements.
- Contractor shall supply Metro with a copy of its sustainable procurement policy.
- Contractor shall submit a plan for minimizing the consumption of water.

G. General

- 1.) Contractor shall permit inspection of all facets of work by Metro, its representatives, and governmental authorities having jurisdiction over any parts of the work during normal operating hours. The inspectors for Metro have all rights and duties granted to Metro.
- 2.) Contractor shall assume responsibility for obtaining all necessary approvals and permits for the services rendered under this Contract including but not limited to complying with all applicable regulations. Copies of all current permits and conditions shall be available for Metro inspection.
- 3.) Contractor shall develop a new or supply to Metro the facility's existing emergency plan designed to minimize hazards to human health and the environment in the event of a work stoppage, inclement weather conditions, breakdown or accident of any of the major equipment components directly involved in the transport, pre-processing and processing of commercial organic waste from the Metro region. The emergency plan in no way lessens the Contractor's full responsibility to comply with all applicable regulatory provisions related to this Contract.

- 4.) Contractor shall assume responsibility for any damage attributed to his/her operations caused to Metro-owned or privately-owned facilities. Contractor shall repair or replace any such damage at no additional charge to Metro in a timely manner.
- 5.) Contractor shall assume responsibility for all costs incurred from any release of commercial organic waste or liquids during transport, pre-processing and processing.
- 6.) Contractor shall dispose of any residuals or unacceptable materials in accordance with all permit, land use or franchise requirements and shall report to Metro on a monthly basis the amount in weight of residuals disposed and where. Contractor is responsible for all costs of whatever nature relating to the disposal of residuals.

MCS operator will be responsible for load check/quality however the successful Contractor for this RFP is expected to take steps necessary to monitor and remedy material quality issues. How will this be accomplished since the Contractor will have no role in sorting, load checking and quality control prior to its arrival at processing facility? Who pays the costs of reloading and disposal of an entire load of material that needs to be rejected at the processing facility? What is the MCS operator's incentive to ensure quality loads?

- 7.) Contractor may temporarily suspend transport and acceptance of commercial organic waste as part of this contract with 24 hours notice to Metro if organic waste consistently does not meet Contractor's acceptance standards. Contractor shall make a good faith effort to work with Metro to resolve all material standards issues prior to suspending acceptance of organic waste.
- 8.) Contractor is not prohibited from receiving and processing material derived from outside the region at its processing facility, but contractor may not engage in practices that result in a decrease of processing capacity for organic waste derived from the Metro Central Station.
- 9.) Contractor must supply replacement services if its main processing facility becomes disabled at no extra cost to Metro.

H. Organic Materials Flow

- 1.) Metro shall ensure that all loads of source-separated commercial organic waste delivered to its MCS that meet Acceptable Organic Waste standards shall be provided solely to Contractor for transport and processing for the duration of this contract.
- 2.) Metro reserves the right to immediately suspend flow of materials to Contractor if in Metro's sole opinion, materials delivered to Metro's transfer station do not meet Contractor's acceptance standards, Contractor fails to meet any of its obligations to Metro, or Contractor is not in compliance with any applicable rules, regulations, licenses, permits, conditions of whatever nature. Material flow shall resume only after problems have been remedied to Metro's satisfaction.

I. Sustainable Business Practices

1.) Diesel Particulate Pollution Reduction:

- Contractor shall utilize equipment that either has engines that meet the US Environmental Protection Agency (EPA) Tier 4 emissions standards, or engines that are retrofitted with emission control technology for use with engines to reduce particulate matter (PM) emissions by a minimum of 85% for engines 75hp and greater. Emission control technology must be verified under the US EPA Voluntary Diesel Retrofit Program Verification Process, <http://www.epa.gov/otaq/retrofit/index.htm> and/or the

California Air Resources Board (CARB) Diesel Emission Control Strategies Verification <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for the specified application. It will be the Contractor's responsibility to adopt and enforce an idling reduction program for diesel equipment and vehicles on site. Idling policies must include the following:

- The driver/operator of any vehicle/equipment subject to this section shall not idle the vehicle's primary diesel engine for greater than five (5) minutes at any location, except as noted in herein. The idling limit does not apply to:
 - Idling when queuing
 - Idling to verify that the vehicle is in safe operating condition
 - Idling for testing, servicing, repairing or diagnostic purposes
 - Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane)
 - Idling required to bring the machine system to operating temperature,
 - Idling necessary to ensure safe operation of the vehicle.
 - No vehicle or engines subject to this regulation may idle for more than five (5) consecutive minutes.
 - Contractor will use a minimum of five (5) percent biodiesel blend in all diesel equipment (B5 biodiesel).

These bulleted items do not seem entirely applicable to this contract.

2.) Natural Resource Conservation:

- Contractor shall implement a recycling program for the worksite that meets or exceeds Metro's Business Recycling Requirements, which require local businesses to recycle all types of paper and certain containers such as plastic bottles, aluminum cans and glass by:
 - Separating paper, cardboard and containers (aluminum cans, plastic bottles and glass) for recycling.
 - Ensuring there are containers for collection of these recyclables.
 - Posting signs at collection areas, indicating which materials should be recycled.
- Contractor will be responsible for creating and implementing a sustainable procurement policy.
- Contractor shall, at a minimum, meet the requirements of Metro's stormwater permit with Oregon DEQ. In addition, Contractor shall propose a plan for further minimizing the consumption of water, including any process water; and the quantity of stormwater runoff from the site, including stormwater mitigation practices and any proposed changes to equipment, water systems, or operations. Plan will include estimate of potential water use reduction.

It is not clear what "water use reduction" refers to. There is no baseline established. Also for consideration, cleaning of every container each time would greatly increase water consumption.

- New construction projects and renovations over 10,000 square feet must be LEED certified.

We assume this to refer to buildings only, is that correct?

- 3.) Toxics Reduction: Contractor shall use no products containing persistent, bioaccumulative toxics (PBTs) on-site and will make every effort to purchase products that do not create PBTs during their manufacturing process. Contractor shall use cleaning products that are certified by Green Seal under the standard for Industrial and Institutional Cleaners (GS-37).
- 4.) Processing Best Practices: Contractor shall utilize industry best practices both in the processing of organic waste received as well in the management and disposition of products, by-products and residuals.

J. Acceptable/Unacceptable Materials List (final list to be determined through final negotiations)

1.) Acceptable items includes, but is not limited to:

- Pre and post-consumer food waste (including but not limited to fruits, vegetables, dairy, baked goods, grains, meats, bones, dairy, eggs and fish)
- Coffee grounds, filters, tea bags
- Food soiled cardboard and food soiled uncoated paper
- Waxed corrugated cardboard
- Paper napkins
- Clean, untreated wood
- Floral/plant waste
- Cedar Grove Approved* compostable bags
- Cedar Grove Approved* compostable food service items

Comment only: Compostable products are currently a contaminant due to inconsistency in consumer understanding and deciphering compostable products vs. biodegradable vs. plastics within a load of food waste.

**See <http://www.cedar-grove.com/acceptable/Accepted%20List.asp> for complete list of compostable products currently accepted in the Metro region.*

2.) Prohibited items:

- Grease, oil or other liquids
- Glass
- Plastic
- Metal
- Hazardous materials
- Plastic-coated papers (such as milk cartons, juice boxes, freezer containers, poly-coated plates and cups, etc.)
- Grease trap waste
- Treated or painted wood
- Gypsum/gypsum paper
- Sewage/septage
- Vector waste

3.) **Maximum Contamination Threshold:**

- Contains no more than four prohibited items per ton larger than the size of a five-gallon container

Does an item such as a trash bag qualify as being larger than a 5 gallon bucket? This threshold seems to allow for unlimited contaminates smaller than a 5 gallon bucket (forks, foil, plates, etc.)

K. Liquidated Damages

- 1.) In the event of any default of this Contract by Contractor which default, in the sole opinion of Metro, substantially impedes the normal operations of the Metro Central Station, Contractor shall have 12 hours to remedy the situation such that, in Metro's sole opinion, operations at the Metro Central Station have returned to normal. If Contractor fails, in Metro's sole opinion, to do that which the previous sentence requires, then Contractor shall pay Metro liquidated damages at the rate of \$500 per hour or portion thereof until Contractor has, in Metro's sole opinion, returned the transfer station operations to normal. For purposes of this Contract, the phrase "substantially impedes the normal operations of MSS or MCS" shall mean the inability of customers to unload organic waste, inability of transfer station operator to inspect and reload organic waste, or Contractor's failure to remove full containers and provide empty containers within two hours.
- 2.) If a default as described in the preceding paragraph continues for a period in excess of twenty-four (24) consecutive hours, Metro shall not recover liquidated damages for periods beyond the initial twenty-four (24) hour period, but Metro shall be entitled to all other remedies for Contractor's continued default that this Contract or the law provides or permits.
- 3.) It is expressly understood and agreed that any liquidated damages are not to be considered in the nature of a penalty, but, due to the difficulties of proof of loss, the parties have determined that such amounts represent a reasonable forecast of just compensation in light of the anticipated or actual harm suffered by Metro and caused by a breach or default on Contractor's part. Metro may deduct such damages from any amount due or which may become due, or, if not so deducted, the amount of such liquidated damages shall be due and collectible from the Contractor or the Contractor's Surety, from the variable portion of the compensation due, within fifteen (15) days of service of notice by Metro that liquidated damages have been imposed. This remedy shall be in addition to, and not a waiver or surrender of, any other rights or remedies Metro may have under this Contract or any provision or provisions of law.

FORMS

- Price Schedule
- Proposal Questionnaire
 - Agreement
 - Performance Bond
- Tonnage History & Projection
- Metro Code Transport Protocols

PRICE SCHEDULE

A. COST PROPOSAL

1. What is your proposed cost per ton? (Please express in both numbers and words.)
 - a. What is the per ton portion of the cost per ton for processing?
 - b. What is the per ton portion of the cost per ton for transportation?

What is the purpose of having these priced separately if the contract will be awarded to one firm? We strongly suggest this be a bundled price.

PROPOSAL QUESTIONNAIRE

The following questionnaire asks for information concerning the Proposer's organization, cost proposal, operations and maintenance plans, and sustainable operational practices. The Proposer should submit responses to the questionnaire (do not use the one below) in the exact order as listed below, with the same headings and numbering system. Please list the question or information request contained in the questionnaire before your response.

Generally, the Proposer shall include information for the specific single business organization or entity that is submitting a Proposal and which would be the signatory on the contract for the work described in the RFP. If the information being submitted is not for the specific proposing entity, please note such in the response. If a major portion of the work is being subcontracted, information for that subcontractor should be submitted and specifically referenced.

All answers must be specific and complete in detail. Metro reserves the right to make independent inquiries concerning the information submitted herein, to conduct any additional investigation necessary to determine the Proposer's qualifications, and to require the Proposer to supply additional information. Information submitted in response to this questionnaire will be considered binding on the successful Proposer; any substitutions or deviations shall be allowed only if approved by Metro.

Use of Attachments

Schedules, resumes, reports, diagrams, and other forms of information may be used as attachments, provided that the information provided by the Proposer in response to this questionnaire clearly references the attachments. The purpose of this questionnaire and any attachments is to supply information about the Proposer to Metro so that Metro may evaluate the proposal⁴.

⁴ Confidentiality- See Section VIII (E) of the RFP for any materials proposers' desire to remain confidential.

ORGANIZATIONAL INFORMATION

1. Name of firm that will enter into an agreement, type of firm (corporation, partnership, individual, LLC, or other; if “other,” please describe).
2. Please provide the following information for the firm:
 - Address, phone number, email address and website
 - Federal tax ID#
 - Project manager for the proposal and direct contact information
3. How many years has your firm used its present name?
4. List all names your firm has used to conduct business (include dates and states of incorporation for each corporate name).
5. Please submit an organizational chart showing ownership percentages and management arrangements between the firm that would enter into an agreement, and any other entities participating in the execution of this proposal.
6. Describe the supervisory structure that will be used to perform the work. List the names of supervisory personnel if available, and where their offices will be located.
7. Please list and explain the status of any lawsuit(s) material to your ability to carry out the functions outlined in this RFP#, and in which you or a company affiliated with you (i.e., a parent corporation, a corporation in which you own an interest, or a corporation in which your parent corporation owns an interest, as applicable) are a party.



OPERATIONAL INFORMATION

A. Staffing

- 1.) Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.
- 2.) Submit a staffing plan for both the transport and processing components of the work- by shift and days of the week.

B. Transport System Information

- 1.) Do you currently own the equipment you will use to transport organic waste containers from Metro Central Station (MCS) to your facility?
- 2.) Provide a detailed description of the equipment you (or your subcontractor) will be using including year, make and model. Include the number of each piece and whether it will be dedicated to this work or shared.
- 3.) Will you subcontract the transportation to another firm? If so, to what company?
- 4.) Do you have the ability to clean the organic waste containers at your facility once emptied? If not, how will you ensure clean containers are returned to MCS
- 5.) Will you backhaul materials from your facility? If so, how much do you expect to haul on a monthly basis and where will this material be taken?

C. Process/Facility Information:

- 1.) Please describe your company's general skills and qualifications regarding the processing of organic waste.
- 2.) Do you have any currently operating facilities that utilize the technology you propose? Where are they located? How long have they been in operation? Demonstrate the technology's success in handling similar waste streams to those targeted in this RFP. Have any odor complaints been filed against the facility? If yes, explain.

This should be clarified to include the number of complaints filed with DEQ since January 1, 2011.

- 3.) Where do you propose to take the organic wastes derived from the Metro region? How many miles is it from MCS?

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- 4.) If you have a currently operating facility, how will your process change if you accept organic waste from the Metro region?
 - 5.) If your facility will not be ready to accept organic waste from the Metro region by January 1, 2012, please propose how you intend to handle the material in the interim. When will your facility be ready to accept organic waste? What guarantees are you willing to offer Metro to ensure the facility is ready? Is the price offered on the price schedule submitted as part of your proposal affected by interim arrangements, if so, how?

It should be required that the proposer have a site properly permitted and ready to accept this quantity of organic waste at time of RFP submittal.

- 6.) Provide your complete list of acceptable materials and your threshold for contamination. (Note: at a minimum, material acceptance standards must comply with the goals and objectives of the region's organic waste collection program and the nature of the participating organic waste generators listed in the "Background" section of this document. A proposed list of acceptable materials and allowable level of contamination which together comprise Metro's Acceptable Organic Waste standards are contained in the scope of work- Section J. Proposer's list of acceptable materials may exceed the list in Section J, but must meet it at minimum.)
- 7.) Describe all feedstock materials and other inputs you will bring on-site and their relative proportions (including bulking agents process additives of whatever nature) that you will accept and/or use in your process. Provide a process flow diagram.
- 8.) What is the tip fee for each of the feedstocks you will accept as part of processing Metro region organic waste?
This does seem not relevant to this contract and could vary considerably depending of various factors.
- 9.) What is your screening/processing procedure for unacceptable materials? What will be the disposition of materials that have been screened out?
- 10.) What is your estimated total operational capacity during your first, second and third year of accepting organic wastes?
- 11.) What are your nuisance (including odor) control and mitigation procedures? Provide any technical information regarding equipment or procedures that will be used to guide such procedures.
- 12.) What is your backup plan for Metro's organic waste should your proposed processing site close both in the short run (less than a week) or the long run? Explain how any backup sites comply with the requirements of the RFP. Does this affect the price submitted as part of your proposal?

D. Processing Equipment Information

- 1.) Describe the processing equipment you already own and how it is currently used in your process. What percentage of each piece of equipment's time will be dedicated to Metro organic waste processing for the duration of this agreement?
- 2.) Do you propose to purchase additional equipment to accommodate the inclusion of Metro organic waste at your facility? If so, state the amount of and type of equipment that will be purchased and the proposed schedule.
- 3.) Describe how this new equipment will be used and how it fits in your overall process. Include the pieces of equipment involved in processing in the process flow diagram submitted.
- 4.) Who will operate and maintain the equipment (contractor, subcontractor)? What is your contingency plan should you have an equipment failure?

DIVERSITY IN EMPLOYMENT AND CONTRACTING

- A. Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- B. Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- C. Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

SUSTAINABLE BUSINESS PRACTICES

1. Support sustainability values in seeking vendors and contractors.
 - a. Describe how you will craft a sustainable procurement policy for supply and material purchases. Please include:
 - Plan for purchase of post-consumer recycled content products such as paper products, tires, and motor oil
 - How you will track and report such purchases to Metro
 - b. How will you support vendors and contractors who employ sustainability practices?
2. Reduce diesel particulate matter (PM) and nitrous oxide (NOx) air pollution emissions.

Please describe how you would minimize these pollutants by implementing the following measures:

- a. What practices and policies do you propose to reduce engine idling for diesel rolling stock?
 - b. What diesel emission control technology will be used to meet the Tier 4 compliance for rolling stock?
 - Specify the new and backup equipment to be used and the compliance level each achieves at the start of the contract
 - If equipment is not Tier 4 compliant, what actions will be taken to achieve compliance over the life of the contract?
 - c. If any stationary diesel equipment will be used, provide information for this equipment regarding idling practices and the level of compliance.
3. Reduce use of water and other natural resources.

Metro values wise use of natural resources while ensuring efficient operations and presentable facilities. Please address your resource conservation plans in the following areas:

- a. What practices do you propose to minimize the consumption of water and the quantity of stormwater runoff from the site?
- b. Describe proposed stormwater mitigation practices, including changes proposed to equipment, water systems or operations. Provide details on process and waste water treatment methodology to include: technologies, testing and final disposition.

Suggest deletion of "including changes proposed to equipment, water systems or operations" in above section, it does not seem applicable.

- c. What recycling programs will be implemented to comply with/exceed Metro business recycling requirements (www.recycleatwork.com/whatsrequired)?
4. Adopt best practices for customer and employee health and safety.
 - a. Does your firm have a zero tolerance safety policy? If so, please attach. If not, describe alternative policy.
Suggested wording change from "do you have a zero tolerance safety policy" to "describe your safety policy".
 - b. Please describe how respirable and non-respirable dust will be monitored and managed. Are there goals established for this pollutant other than those required by law?

-
- c. What other aspects facility operations will you monitor to determine environmental impacts and how will they be managed?
- Please list the specific pollutant
 - The standard or goal you wish to achieve
 - The management practice to achieve the goal
- d. Will you utilize an environmental management system such as ISO 14000 to track progress, and how will results be reported to Metro?
5. What is your current permit status for the location you propose to process MCS organic waste? If the facility is currently in operation for organic waste, have you been cited for violating any permit conditions? If yes, explain. Provide copies of all relevant permits.
6. Describe all of the various end-products and by-products you will produce from the region's organic waste and your intended markets for, or the disposition of all products. Have any of these markets been secured by binding agreements?
7. Reduce use and discharge of toxic materials.
- Please describe how you would create and implement a plan for toxics reduction, including:
- a. Elimination of Persistent Bioaccumulative Toxics (PBTs)⁵ from operations and from manufacture of products used onsite;
 - b. Use cleaning supplies that are certified by Green Seal under the standard for Industrial and Institutional Cleaners, (GS-37).⁶
 - c. Utilization of least-toxic maintenance products, including solvents and solvent recycling, less toxic and/or biodegradable lubricants and hydraulic oils.
8. Support a Quality Work Life for Employees.
- a. Describe the wage and benefits package that will be offered to employees. Please include:
 - Wage scales for all employees, including trainee and probationary, entry level, journey level, and supervisory. Wages can be listed either as hourly or as a monthly salary. Please show the range of wages for each position and any time frame necessary for advancement in wages. Also include your practices and policies regarding annual cost of living adjustments (COLA) to employee wages.
 - Details of the healthcare program available to employees. All services covered are to be included (medical, dental, prescriptions, emergency, preventive care etc.), as well as the out-of-pocket and deductible amounts. Employee contribution amounts (if any) for themselves and family members and/or partners must be included.
 - All other employee benefits are to be included. These include, but are not limited to, policies on vacation/sick leave in days per year, pension (include company contribution), life/short and long term disability insurance, profit sharing, childcare, health club membership, use of company vehicle, public transportation passes, etc.
 - b. Describe training and educational opportunities available to employees, such as ESL or life skills classes that will be made available. Please include:

⁵ Persistent Bioaccumulative Toxics (PBT) website, U.S. Environmental Protection Agency. <http://www.epa.gov/pbt/>

⁶ Green Seal standard GS-37, www.greenseal.org/findaproduct/i&iicleaners.cfm.

- Whether training and education would be available during the workday
 - How such programs would be provided and paid for
- c. What community services would be offered by the firm and employees?
- What measurements will be used to gauge effectiveness?
 - Will employees be able to participate during work hours?



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EXCEPTIONS AND ALTERNATIVE PROPOSAL CONDITIONS

A firm wishing to take exception to, comment on, or offer alternative approaches to any proposed terms within this RFP is encouraged to document its concerns in this part of its proposal. Exceptions, comments or alternatives should be succinct, thorough and well-organized. Proposer should include any exceptions or alternative conditions they wish to substitute for Metro's proposed contractual terms as attached to this RFP. Please describe if, and how, the exception or alternatives would satisfy performance requirements, and how each alternative approach would provide additional benefits to Metro. Metro is not obligated to consider exceptions raised during contract negotiation that were not raised in the Contractor's proposal

EXPERIENCE/QUALIFICATIONS

Please list projects you have undertaken that are similar to the work for which the proposal is being submitted. Include contacts and phone numbers, a description of your role (i.e., prime or subcontractor, or owner) and how the project was similar to the work called for in this RFP. If you have not had similar experience, include experience from affiliated entities and indicate how the proposer would access this expertise. Include enough information to, at a minimum satisfy the "Experience" requirements in Section IV of the RFP.



Metro
600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

SAMPLE PUBLIC CONTRACT



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

For Public Contracts \$50,000 & Up

METRO CONTRACT NO. ~~XXXXXX~~

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 ~~Company Name~~, whose address is ~~address City, State Zip~~, 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 January 1, 2012 through and including December 31, 2015. This agreement may be extended for two additional one-year periods at Metro's sole discretion.

**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. Payment shall be made by METRO on a Net 30 day basis upon approval 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 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.

Suggest addition of the words "with cause" in the first sentence. Arbitrary termination presents significant risk.

**ARTICLE VI
INSURANCE & BONDS**

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

1. 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



August 22, 2011

RE: RFP for Transportation and Processing Services for Organic Waste from the Metro Central Transfer Station

Dear Mr. Geyer:

Harvest Power, Inc. (Harvest) appreciates this opportunity to provide comments on the draft RFP provided by Metro. As a next-generation organics recycler, we are pleased to see Metro taking innovative steps toward diverting ever-increasing volumes of organic waste away from landfills and incineration and to beneficial reuse. We offer the following comments for consideration:

III. Proposed Scope of Work/Schedule – Quality Control at MCS. Indicates that Metro will have the sole responsibility to train the Metro Central Station (MCS) operator in pre-sorting and load check/quality control services. Given the importance of adhering to pre-determined specifications of acceptability and removal of non-conforming material throughout the process, Harvest suggests allowing the selected Contractor to also participate in initial and on-going training of the MCS operator.

Scope of Work – A. Introduction. Please indicate whether more intensive contaminant removal (ie: plastics removal), or feedstock preparation, beyond “selective sorting of gross contaminants” may be allowed at MCS. This will assist in determining transport costs.

Scope of Work – G. General 6). Please clarify which party will be responsible for the disposal of contaminants/unacceptable material that is removed from the feedstock stream at MCS.

Scope of Work – J. Acceptable/Unacceptable Materials List. Please indicate if the Contractor may be able to negotiate to *accept* certain materials currently on the Prohibited Items list (ie: grease trap waste, etc.)

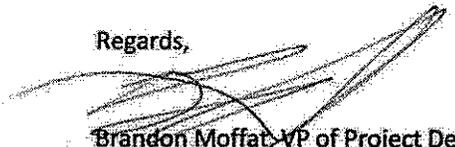
Tonnage History & Forecast for Volumes Received. Has Metro conducted a waste audit in the past of the proposed material to identify what materials compose the waste stream (ie: percentage of clean wood waste, waxed/food-soiled paper, pre-consumer/post-consumer food waste, etc.) and, if so, can this be included in the RFP?

General – Inclusion of renewable energy generation component. Harvest strongly encourages Metro to consider the inclusion of a renewable energy generation preference or requirement in the RFP. Pre- and post-consumer commercial organic waste is an energy-rich feedstock ideal for conversion into biogas. By stating a preference for, or requiring, that these highly caloric materials at some point generate energy, Metro will support the push toward next-generation organic waste processing. The technologies to make this conversion possible are commercial today.



We look forward to the issuance of the formal RFP.

Regards,



Brandon Moffat, VP of Project Development
Direct line: 781.314.9538
bmoffatt@harvestpower.com