



METRO

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RFP 11-1768

Parks & Environmental Services

**TRANSPORTATION AND DISPOSAL
OF WASTE COLLECTED IN METRO'S
HAZARDOUS WASTE PROGRAM**

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Notice is hereby given that proposals for RFP 11-1768 for: TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 3:00 p.m., November 22, 2010. 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 CONDITIONS.

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

I. INTRODUCTION

The Parks & Environmental Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, is requesting proposals for the transport, recycling, treatment, storage, and disposal of materials collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs (RFP # 11-1768). Proposals will be due no later than 3:00 p.m., November 22, 2010 in Metro's business offices at 600 NE Grand Avenue, Portland, Oregon, 97232-2736, Attention: Darin Matthews, Procurement Officer.

Metro has divided waste into 37 categories. Metro intends to award a single contract for transportation and disposal of all 37 categories; however, if pricing for one or more categories appears to be significantly more expensive than market prices, Metro may opt to remove them from this contract and procure disposal separately.

The contract contemplated is expected to commence December 15, 2010 and expire December 14, 2013. Further details concerning the project and proposal are contained in this document.

II. BACKGROUND

Metro is the agency responsible for household hazardous waste management in the Portland metropolitan area. In order to provide convenient disposal of household hazardous waste for residents of the region, Metro has established permanent collection facilities at each of the two Metro-operated solid waste transfer stations. The first facility opened to the public in February of 1992, and is located at the Metro South Transfer Station, 2001 Washington Street in Oregon City, Oregon. The second facility, located at the Metro Central Transfer Station, at 6161 NW 61st Street in Portland, Oregon, opened in November of 1993.

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

In 2009, a total of about 4.6 million pounds of waste were collected at Metro's facilities.

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Waste types received:

Flammables	26%
Latex Paint and related	42%
Motor Oil, Car Batteries, Antifreeze	9%
Pesticides	6%
Aerosols	3%
Acids, bases and oxidizers	2%
Cleaners & water-based waste	3%
Miscellaneous *	9%

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

Permanent Collection Facilities

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

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

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

All latex paint processing is done in a dedicated latex paint recycling facility operated by Metro, (for more information see www.oregonmetro.gov/metropaint). Also, all architectural oil-based paint is picked up separately under the PaintCare paint product stewardship system now operating in Oregon.

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

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

Open to the public Monday through Saturday, from 9:00 a.m. to 4:00 p.m., each facility ships waste one to two times per week, with the number of drums typically ranging from 30 to 80 per shipment. Pick-up of drummed waste for disposal needs to begin between 7 a.m. and 8 a.m.

Conditionally Exempt Generator Waste

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

Waste from CEGs may be received at Metro's Hazardous Waste facilities from one of three sources:

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

This RFP addresses combined HHW/CEG waste.

Load Check Program

Metro conducts a load check program at its transfer stations. Under this program, mixed solid waste received at the transfer stations is monitored in order to minimize the quantity of hazardous and other unacceptable waste received. When unacceptable waste is discovered, the generator is identified if possible, and the waste is returned to the generator. In some cases, however, the generator is unable or unwilling to pick up the waste, and in other cases the generator cannot be identified. In either of these situations, Metro is left to properly package, store and dispose of the waste. Metro has developed a screening process, approved by DEQ, to insure that these types of waste are not generated by RCRA-regulated small quantity generators (SQG's) nor large quantity generators (LQG's). All screened waste not returned to the generator is brought to the hazardous waste facilities and commingled with HHW/CEG waste for disposal.

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Disposition of Waste

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

For this reason, Metro requires detailed Disposal Plans and Waste Tracking Plans (see details in section V, Proposal Contents) which will be incorporated into the contract, and penalties for varying from the Disposal and Tracking Plans. Metro understands that changes to these Plans may be needed during the contract period, but will require that changes be submitted in writing and be approved by Metro.

III. A. PROPOSED SCOPE OF WORK

1. Contractor shall pick up selected categories of waste, and remove such waste from Metro HHW facilities or collection sites. Contractor shall collect all properly packaged and labeled waste when requested by Metro.
2. Contractor shall provide a vehicle suitable to pick up the quantity of waste specified at the prescribed date and time.
3. For each waste shipment, Contractor shall provide preprinted Uniform Hazardous Waste Manifests for Metro signature.
4. Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities as detailed in the Disposal Plan.
5. For all waste that would be fully-regulated hazardous waste if not for the household waste exemption (40CFR261.4(b)(1)) or conditionally-exempt small quantity generator (CESQG) exemption (40CFR261.5), all final disposal facilities shall be either hazardous waste recycling facilities registered by EPA or state regulatory authorities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDFs).
6. Contractor shall supply a 24-hour response number on manifests in accordance with 49CFR173.600-606.
7. For all TSCA-regulated PCB-containing waste, Contractor shall comply with all reporting and other requirements in state and federal regulations addressing PCB materials.
8. Metro shall identify all unknown waste using Metro's identification system, based on "HazCat" and other qualitative identification systems. Contractor shall handle waste so identified in the same manner as other types of waste, or shall inform Metro of the

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reasons for the unacceptability of the identification, and of the nature of further testing requirements.

9. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, the Oregon Department of Transportation, and any local regulations relating to waste managed under this contract.
10. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract. Metro will designate specific Metro staff persons as approved contacts for Contractor to communicate with on matters relating to this contract.
11. Contractor shall allow Metro representatives to visit any facility owned or operated by Contractor that receives waste under this contract, with three (3) business days notice. Contractor shall provide access to all areas where Metro waste is stored or processed, and all paperwork files relating to Metro waste. If requested by Metro, Contractor shall assist Metro in obtaining permission for Metro to visit interim or final disposal facilities not owned or operated by Contractor.

B. Contractual Provisions

Metro is committed to negotiating a final agreement that includes the following provisions:

1. Contractor's Disposal Plan will be attached to the contract. If any waste is disposed of by a method or at a final disposal facility not addressed in the Disposal Plan, or other substantial variations from the Plan occur, even if the action is in compliance with all regulatory requirements, Metro will charge a penalty equal to 50% of the disposal cost of that waste, taken as a credit on a future invoice.
2. All waste sent from Metro directly to permitted TSDFs shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes.
3. Final disposal facilities shall have insurance as required by Article VI.C of the attached Standard Public Contract (Attachment 4).
4. Any requested change to the Disposal Plan for any category shall be submitted to Metro in writing. Metro shall inform Contractor of approval or non-approval within 30 days of a request.
5. By mutual agreement, additional categories of waste, along with agreed upon pricing and Disposal Plan, may be added to the schedule of disposal categories.
6. Contractor shall assist Metro with obtaining approved waste profiles when required.

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7. Contractor's Waste Tracking Plan will be attached to the contract. This plan will include timelines for submission of paperwork documenting the handling of waste through final disposal. If a document is required to be submitted to Metro under the Waste Tracking Plan, and is not received within the timelines in the Plan, then all payment invoices received by Metro after the report deadline shall be deemed unacceptable to Metro, and shall not be paid unless and until the late report is received. In order to deal with documents that may be required under the Plan to be submitted after the end of the contract term, Metro will withhold \$15,000 of the final payments due to the contractor. This will be withheld until all documents required under the Plan are received.
8. In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to an amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to the Scope of Work.

IV. PROPOSAL INSTRUCTIONS

Submission of Proposal

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

Darin Matthews
Procurement Officer
Metro
600 NE Grand Avenue
Portland, Oregon, 97232-2736

Deadline

Proposals will not be considered if received at Metro's business office, 600 NE Grand Avenue, Portland, Oregon, 97232-2736, after 3:00 p.m. on November 22, 2010.

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 Darin Matthews at (503)797-1626. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after November 16, 2010.

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Proposal Security

All Proposals must be accompanied by a proposal security in the form of a cashier's check, certified check, irrevocable letter of credit, or a proposal bond issued by a surety authorized to conduct such business in the state of Oregon. Security shall be in the amount of one thousand dollars (\$1,000.00). The proposal security shall serve as a guarantee that the Proposer will not withdraw the proposal for a period of sixty (60) days after submittal date, and if awarded the contract, will execute the Metro contract and furnish all required bonds and insurance with the time frame specified.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

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

Performance Bond

Successful proposer shall execute and deliver to Metro a Performance Bond or a Letter of Credit conditioned upon the faithful performance of the Contract. The Initial Bond or Letter of Credit shall be for the term of the Contract, and shall be delivered to Metro along with signed Contract. The Performance Bond or the Letter of Credit shall be in the amount of **one million dollars (\$1,000,000.00)** and be in a form specified by Metro.

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

Contract Type

Metro intends to enter into a Public Contract with the selected Contractor. A copy of the standard contract form approved by the Office of the Metro Attorney, with revised insurance requirements, is attached for review prior to submitting a proposal. Any suggested changes to this contract language must be included in the proposal. Changes suggested during contract negotiation and award may not be considered by Metro.

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

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considered part of the public record, except to the extent that they are exempted from disclosure.

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) 797-1816.

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, 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.

V. PROPOSAL CONTENTS

Proposals should be submitted on recyclable, double-sided recycled paper (30 percent post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. Proposers are required to submit each of the following:

1. A transmittal letter stating that the proposal will be valid for ninety (90) days after the submittal date; include the name, title, address, and telephone number of an individual or individuals with authority to contractually bind the company during the period in which Metro is considering proposals.
2. The names and resumes of the individual who will serve as Metro's primary contact, along with any other individuals who will serve as Contractor's Key Staff during the contract period. Please identify the role of each Key Staff person in interacting with Metro. Key Staff includes any technical or sales staff that will have significant contact with Metro while carrying out work under the contract.
3. Describe your firm's experience with transportation and disposal of hazardous waste in general, and with household hazardous waste and CEG waste specifically. Describe any such experience specific to the Pacific Northwest. Describe your experience also with managing commingled household and CEG waste, if any. Include in the descriptions the number of years of experience, the varieties of waste handled, and the number of different programs or clients served.
4. Include a list of at least two (2) present or former customers of your firm who can attest to your firm's performance in transportation and disposal of household and CEG hazardous waste. If possible these customers should be familiar with Key Staff proposed in # 2 above. Include contact person and phone number.

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5. List all regulatory permits currently held by your firm that apply to transportation, handling, or disposal of hazardous materials and hazardous waste. Provide the name, address, telephone number, and if possible a contact person for all regulatory agencies that oversee compliance for these permits.
6. Provide information on any regulatory enforcement action against your company taken by any state or federal regulator, including environmental regulators, in the last 3-5 years, describing the nature of the action, the outcome of the enforcement action and whether any penalty or sanction was imposed.
7. Provide information about your company's sustainability plan, if any.
8. Proposal Price Forms (Attachment 1) filled out for every category. Additional instructions on filling out the Proposal Price Forms can be found at the beginning of the Proposal Price Forms section.
9. Describe all other fees or costs that would be incurred in the course of performing duties described in the scope of work, including but not limited to: transportation charges, profiling fees, surcharges for unusually small or large shipments, etc.
10. Disposal Plan. For each category of waste detailed in Attachment 1, please provide a detailed explanation of how the waste will be handled after it is picked up from Metro. Please include the name of the company providing transport each time the waste is transported, each location to which the waste will be transported, including 10-day facilities, interim TSDFs, and the final disposal site, any unpacking or consolidation of the waste that will occur prior to the final disposal site, including commingling with other generators' waste, and all processing and disposal actions that will be taken, including: reuse, recycling, neutralization, shredding, stabilization, solidification, incineration, energy recovery, landfill, and any other processing and disposal actions. If more than one transporter, interim location or final location may be used, please list all possibilities. If a lab pack category will be split up and handled in more than one manner depending on the contents, please indicate the percentage that will be handled in each way. If the waste disposal method is treatment, include a detailed description of the treatment process and specify where the treated residues will be disposed. If the waste disposal method is landfill, specify whether it is a RCRA subtitle C or subtitle D landfill.

Note that for a few categories, Metro has specified the disposal method to be used, while for most categories it is left open for proposers to propose the disposal method. Disposal Plans must be submitted in all cases.

Disposal Plans may be text, flow charts, or a combination of the two.
11. Waste Tracking Plan. Submit a plan for providing to Metro paperwork documenting that all waste is handled according to the Disposal Plan, including: a detailed description of the paperwork that will be provided for each step in the Disposal Plan, including a diagram of each step, the timelines after waste shipment within which the paperwork for each step in the Disposal Plan will be submitted, the level of detail that will be addressed in the paperwork (i.e., whether it will address an entire manifest, each line item on the

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manifest, or each container shipped), which company officials will be signing paperwork submitted to Metro, and any other details that will allow Metro to assess the degree to which the Tracking Plan will provide assurance that waste is handled in accordance with the Disposal Plan.

12. The timeline for submission of paperwork documenting final disposal must be a maximum of 270 days for waste transported to its final recycling, treatment or disposal facility under the Metro-generated manifest, or a maximum of 360 days for waste transported to an intermediate treatment or storage facility, and later shipped to a final recycling, treatment or disposal facility under a new manifest.
13. Proposal Security in the form of a certified or cashier's check, completed Proposal Bond Form (attached), or irrevocable letter of credit. See Proposal Instructions for more information.
14. Surety Form for Performance Bond (Attachment 2). See Proposal Instructions for more information
15. Exceptions and comments section (optional). To facilitate evaluation of proposals, Metro requires that all responding firms adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP, including the standard public contract and proposed scope of work, must document their concerns in a distinct section of their proposal. The only changes to contract language that will be considered during the contract negotiation phase will be those that proposers have included with their proposal.

VI. 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.
- 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. Metro shall pay Contractor within 30 days of receipt of an approved 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

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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.
- F. 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 bidder 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 bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

VII. EVALUATION

Evaluation Procedure

Proposals received that conform to the proposal instructions and respond to the scope of work will be evaluated. Proposals will be reviewed by a selection committee. Based on the quality of the proposals received, a short list of proposers may be selected for further consideration. Metro reserves the right to request supplemental information from the short-listed proposers.

The basis for evaluation will follow the criteria identified below. In accordance with state law and Metro Code, contract award will be made to the firm submitting the most advantageous proposal. This determination will be made solely by Metro and in accordance with the criteria listed in the RFP.

Metro will conduct interviews/oral presentations with top ranked Proposers if deemed necessary. As a result of these interviews, Metro may select one or more firms to enter into contract negotiations.

Negotiations will focus on details of the Proposer's submittal, including: key staff, waste category specifications, Disposal Plan and Tracking Plan, as well as the scope of work proposed above. If negotiations result in mutually agreeable contract terms, the Proposer will be issued a notice of intent to award. A copy of this notice will be provided to each firm that submitted a proposal.

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Metro reserves the right to request best and final offers (BAFO) from some or all of the short-listed firms. In the event negotiations are unsuccessful with the short-listed firms, Metro may enter into negotiations with firms not originally short-listed.

Evaluation Criteria

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

Cost	45
Experience and qualifications	20
Disposal Plan	20
Waste tracking plan	15

- Total costs for transportation and disposal of waste, based on expected quantities generated (**45 points**). This will be rated by the evaluation committee based on per unit disposal prices provided in Proposals, along with any extra labor, material or other costs which would be incurred by Metro in preparing and shipping each waste type. Additional information may be found in the instructions for the Proposal Price Forms, Attachment 1.
- Proposer's experience and qualifications (**20 points**). Experience and past performance will be considered, including previous experience with similar contracts and items 2,3,4 & 5, 6 & 7 in the Proposal Contents section above.
- Disposal Plan (**20 points**). Contents of the Disposal Plan are described in the Proposal Contents, item # 10. A total of 20 points will be awarded for the overall Disposal Plan, based on a scoring of the Disposal Plan for each individual category. The Disposal Plan for each category will be scored based on clarity and completeness, and on the environmental soundness of the disposal method, with more points given to methods higher on the waste reduction hierarchy. When two or more Disposal Plan options for a category are submitted by a Proposer, the evaluation committee will compare the options proposed and select the most desirable to use in the overall cost analysis. Selection of the most desirable option when two or more are provided by one Proposer will be determined by the evaluation committee, weighing Cost as 45 points and Disposal Plan as 20 points.

Note that for a few categories, Metro has specified the disposal method to be used, while for most categories it is left open for proposers to propose the disposal method. The hierarchy, with definitions of disposal methods, is as follows (ordered from most desirable to least desirable):

- Reuse: Beneficial use of the waste, generally in a manner similar to that which the product was originally intended for, with minimal processing before use.
- Recycle: Processing of the waste to extract or reclaim components that may be beneficially used.

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- Energy Recovery: Use of a high-BTU material as a fuel in an industrial facility. Does not include use to fuel combustion in a destructive incineration facility .
- Treatment: A process that chemically alters the characteristics of a hazardous waste in order to render it less hazardous or non-hazardous prior to final disposal, such as neutralization or oxidation/reduction.
- Incineration: Destructive incineration in which energy is not recovered. Includes use to fuel combustion in destructive incineration.
- Landfill: Land disposal in a permitted hazardous waste landfill. Includes simple stabilization or solidification prior to landfilling.
- **Waste Tracking Plan (15 points)**. Content of the Waste Tracking Plan are described in the Proposal Contents, item # 11. The Waste Tracking Plan will be evaluated based on clarity and completeness, and on the degree to which it assures Metro that waste is handled according to the Disposal Plan.

VIII. ATTACHMENTS

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

Attachment 1 – Proposal Price Forms

Instructions:

All waste categories described in the following pages contain waste from household sources and/or from conditionally exempt generators (CEG's). These forms include a description of each category and the current packaging method. In the Notes, changes: section Proposer should indicate any changes to the category description or to packaging requirements, including types of waste acceptable, contaminant limits, drum type, liquid quantity restrictions, container type and size limitations, drum list requirements, etc.

Proposer's price information must be filled out for each category. Pricing must be for handling the waste in accordance with Proposer's Disposal Plan provided for that category.

At Proposer's option, two or more Disposal Plans and associated pricing may be proposed for a single category. When two or more Disposal Plans are submitted for a category, please clearly indicate the price associated with each Plan.

Note that for a few categories Metro has specified the disposal method to be used, while for most categories we leave it open for Proposers to propose the disposal method.

If Proposer intends to charge any costs beyond those shown in the Proposal Price forms, Proposer must indicate them as described in the Proposal Contents section, item #7.

Indicated quantity generated per year are estimates only; Metro guarantees no minimum quantities in any category. In particular, if pricing for one or more categories appears to be significantly more expensive than market prices, Metro may opt to remove them from this contract and procure disposal separately. Also, waste quantities may change over time; for example new product stewardship programs may come on line, reducing the quantity of specific waste requiring disposal under this contract.

Attachment 1 – Proposal Price Forms

Categories:

AF1	A-Fuel Liquids
AF2	A-Fuel Solids
AFM	A-Fuel, mixed liquids/solids
AFL	A-Fuel loosepacks
C	Chlorinated solvents, drum
G	Latex/water-based waste & cleaners
I1	Batteries-mixed button cell
I2	Batteries- Ni/Cd
I3	Batteries- alkaline/dry cell
I4	Batteries-Mercury
I5	Batteries-Lithium
I6	Batteries-Silver oxide
I7	Batteries- NiMH
IX	Batteries- mixed
K	Acids
L	Alkalis
M	Oxidizers
N	Pesticides & poisons
N4	Packing group I pesticides
N5	Fertilizer, dry
KB	Acids, drum
LB	Bases, drum
MB	Oxidizers, drum
NB	Pesticides, drum
P1	Non-TSCA ballasts
P2	TSCA ballasts
Q1	Aerosols- flammable
Q2	Aerosols- corrosive
Q3	Aerosols- poison
R1	Organic peroxides
R2	Reactives
S1	Small propane cylinders
S7	Cylinders, misc.
V1	Lab waste/PPE
V2	Contaminated soil and debris
V3	Contaminated water
W	Mercury Products

Attachment 1 – Proposal Price Forms

Category AF1 A-Fuel Liquids

Quantity generated per year: 700 drums

Description: Consolidated pumpable flammable liquids, BTU value greater than 6,000 BTU/pound. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No debris, no known isocyanates, pesticides, or PCB's (occasional older HHW items have been found to contain PCBs).

Current packaging specifications: UN 1A1 drum

Price for Disposal Plan submitted: _____/55-gallon drum

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

Notes, changes:

Category AF2 A-Fuel Solids

Quantity generated per year: 315 drums

Description: Consolidated non-pumpable flammable materials. Includes all items under category AF1, as well as semi-solid solvent-based adhesives and caulks, tars and other roofing compounds. Asbestos-containing materials acceptable. No debris, no known pesticides or PCBs (occasional older HHW items have been found to contain PCBs).

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category AFM A-Fuel Mixed Solids/Liquids

Quantity generated per year: 800 drums

Description: A combination of categories AF1 and AF2 above, in a proportion of approximately 2:1 AF1 to AF2, although this will vary from drum to drum. No debris, no known pesticides or PCBs (occasional older HHW items have been found to contain PCBs).

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

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

Notes, changes:

Attachment 1 – Proposal Price Forms

Category AFL Flammables, loosepack

Quantity generated per year: 135 drums

Description: Containers 1 gallon or smaller of solvent-based materials that are too labor-intensive to bulk, including metal, plastic and glass containers, as well as squeeze tubes and other oddly shaped-containers. All materials in categories AF1, AF2, AFM and C are acceptable.

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

Price for Disposal Plan submitted: _____/55-gallon drum

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

Price for Disposal Plan submitted: _____/box

Dimensions of boxes:

Can contractor provide boxes?:

Box included in price?:

If not, price for box:

Notes, changes:

Category C Chlorinated Solvents- drum

Quantity generated per year: 25 drums

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

Current packaging specifications: UN 1A1 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Attachment 1 – Proposal Price Forms

Category G Water-based waste

Quantity generated per year: 50 drums

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

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category I1 Batteries-Mixed button cell

Quantity generated per year: 150 pounds

Description: A mixture of various “button” cell type batteries.

Current packaging specifications: UN 1H2 5-gallon bucket, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Category I2 Batteries- Ni/Cd

Quantity generated per year: 200 pounds

Description: Nickel Cadmium batteries that are not accepted by the RBRC recycling program due to size (greater than 5”x5”), or liquid-containing, or non-rechargeable.

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

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Attachment 1 – Proposal Price Forms

Category I3 Batteries- alkaline/dry cell

Quantity generated per year: 95,000 pounds

Description: Standard dry cell household batteries such as AA, AAA, C, D, 9V, and other similar batteries, including both batteries labeled as alkaline and batteries not labeled as alkaline. Does not include wet cells, industrial batteries, or batteries of the other categories specified in this RFP.

Current packaging specifications: UN 1A2 55 gallon drum, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Category I4 Batteries-Mercury

Quantity generated per year: 25 pounds

Description: Household batteries containing mercury

Current packaging specifications: UN 1H2 5-gallon bucket, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Category I5 Batteries-Lithium

Quantity generated per year: 850 pounds

Description: Household batteries containing lithium metal

Current packaging specifications: UN 1H2 5-gallon bucket, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Attachment 1 – Proposal Price Forms

Category I6 Batteries-Silver Oxide Quantity generated per year: 25 pounds

Description: Household batteries, silver oxide type

Current packaging specifications: UN 1H2 5-gallon bucket, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Category I7 Batteries- NiMH Quantity generated per year: 100 pounds

Description: Nickel Metal Hydride batteries that are not accepted by the RBRC recycling program due to size (greater than 5"x5"), or liquid-containing, or non-rechargeable.

Current packaging specifications: UN 1H2 5-gallon bucket, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Category IX- Mixed Batteries Quantity generated: 1,000 pounds

Description: Unsorted mixture of all battery types listed in this RFP, to be sorted by contractor and handled according to the Disposal Plan for each category.

Current packaging specifications: UN 1H2 5-gallon bucket, loosepack

Price for Disposal Plan submitted: _____/pound

Notes, changes:

Attachment 1 – Proposal Price Forms

Category K Acids

Quantity generated per year: 330 drums

Description: This category is currently separated into five categories for shipping purposes.

- K1 includes acids that are also flammable (may require further separation for organic vs. inorganic)
- K2 includes organic acids, such as: acetic acid, citric acid, formic acid, gallic acid, lactic acid, oxalic acid, potassium biphthalate, potassium bitartrate, stannous oxalate, tartaric acid, toluene sulfonic acid compounds, trichloroacetic acid, etc.
- K3 includes inorganic acids, such as: hydrochloric acid, sulfuric acid, phosphoric acid, etc
- K4 is dedicated to nitric acid, concentration less than or equal to 70%, not red fuming
- K5 is nitric acid >70%, not red fuming

Current packaging specifications: UN 1A2 drum, lab pack, typically contains a combination of liquids and solids, approximately 20 gallons (in 55-gallon size) of material packed in suitable absorbent according to 49CFR 173.12

Price for Disposal Plan submitted:

_____/55-gallon drum; _____/5-gallon drum; _____/20-gallon drum

Notes, changes:

Category L Alkalis

Quantity generated per year: 360 drums

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

Current packaging specifications: UN 1A2 drum, lab pack per 49CFR 173.12, approximately 20 gallons of waste material, if any liquids are included then packed in suitable absorbent, drums with no liquids packaged without absorbent

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Attachment 1 – Proposal Price Forms

Category M Oxidizers

Quantity generated per year: 70 drums

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

Current packaging specifications: UN 1A2 drum, lab pack per 49CFR 173.12, approximately 20 gallons of waste material, if any liquids are included then packed in suitable absorbent, drums with no liquids packaged without absorbent

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category N Pesticides & poisons

Quantity generated per year: 1100 drums

Description: A wide variety of pesticide products, as well as various poisons including cyanides, heavy metal compounds, etc. These are divided into three categories for shipping purposes:

- N1 includes flammable pesticides and liquid isocyanates
- N2 includes all other non-acidic, non-flammable pesticides and poisons
- N3 includes acidic pesticides

Current packaging specifications: UN 1A2 drum, lab pack per 49CFR 173.12, approximately 20 gallons of waste material, if any liquids are included then packed in suitable absorbent, drums with no liquids packaged without absorbent

Price for Disposal Plan submitted:

_____/55-gallon drum

_____/5-gallon drum

_____/20-gallon drum

Notes, changes:

Attachment 1 – Proposal Price Forms

Category N4, Packing group I pesticides

Quantity generated per year: 10 drums

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

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

Price for Disposal Plan submitted: _____/pound, gross
Any minimum charge per container? _____

Notes, changes:

Category N5 Dry fertilizers

Quantity generated per year: 250 drums

Description: dry fertilizer products, including “Weed ‘n Feed” type fertilizers.

Current packaging specifications: UN 1A2 drum, loose bags in drum.

Price for Disposal Plan submitted: _____/55-gallon drum

Notes:

Category KB Acids- drum

Quantity generated per year: 10 drums

Description: Drums of acids, liquid or solid, specific contents varies

Current packaging specification: UN1A2 drum

* Specified disposal method: Please provide pricing and Disposal Plan for both treatment and incineration, and indicate what specific type of waste are acceptable for each method

Price for incineration: _____/55-gallon drum

Price for treatment: _____/55-gallon drum

Pricing for smaller drums, if available:

Notes, changes:

Attachment 1 – Proposal Price Forms

Category LB Bases- drum

Quantity generated per year: 10 drums

Description: Drums of alkaline materials, such as sodium hydroxide or alkaline cleaners, liquid or solid, specific contents varies

Current packaging specification: UN1A2 drum

* Specified disposal method: Please provide pricing and Disposal Plan for both treatment and incineration, and indicate what specific types of waste are acceptable for each method

Price for incineration: _____/55-gallon drum

Price for treatment: _____/55-gallon drum

Pricing for smaller drums, if available:

Notes, changes:

Category MB Oxidizers- drum

Quantity generated per year: 10 drums

Description: Drums of oxidizing materials, such as sodium chlorate, sodium hypochlorite, etc., liquid or solid, specific contents varies

Current packaging specification: UN1A2 drum

* Specified disposal method: Please provide pricing and Disposal Plan for both treatment and incineration, and indicate what specific types of waste are acceptable for each method

Price for incineration: _____/55-gallon drum

Price for treatment: _____/55-gallon drum

Pricing for smaller drums, if available:

Notes, changes

Attachment 1 – Proposal Price Forms

Category NB Pesticides- drum

Quantity generated per year: 10 drums

Description: Drums of various pesticide liquids or solids

Current packaging specification: UN1A2 drum

* Specified disposal method: Incineration

Price for this method (please provide Disposal Plan): _____/55-gallon drum

Pricing for smaller drums, if available:

Notes, changes:

Category P1 PCB's- non-TSCA regulated

Quantity generated per year: 15 drums

Description: Pre-1979 fluorescent ballasts and electronic capacitors that are non-leaking, with total volume less than 100 cubic inches, or with total volume up to 200 cubic inches and total weight less than 9 lbs.

Current packaging specifications: UN 1A2, loose-packed, drum at least 90% full.

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category P2 PCB's - TSCA-regulated

Quantity generated per year: 5 drums

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

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Attachment 1 – Proposal Price Forms

Category Q1 Aerosols- flammable

Quantity generated per year: 10 drums

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

Current packaging specifications: UN 1A2, drum, loose pack (all containers are within specifications of the DOT exemption, which is required if transported in drums, shipper must be party to the exemption)

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category Q2 Aerosols- corrosive

Quantity generated per year: 75 drums

Description: Aerosols containing alkaline cleaning products.

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

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category Q3 Aerosols- poisons

Quantity generated per year: 75 drums

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

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

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Attachment 1 – Proposal Price Forms

Category R1 Organic peroxides

Quantity generated per year: 500 pounds

Description: Organic peroxides fitting the description of DOT Organic Peroxides Type C, D, E, and F, including methyl ethyl ketone peroxide, benzoyl peroxide, cumene hydroperoxide, and others.

Metro staff will package these materials to DOT and contractor's specifications.

Price for Disposal Plan submitted: _____/pound, gross weight
Any minimum charge per container? _____

Notes, changes:

Category R2 Reactives

Quantity generated per year: 1,300 pounds

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

Metro staff will package these materials to DOT and contractor's specifications.

Price for Disposal Plan submitted: _____/pound, gross weight
Any minimum charge per container? _____

Notes, changes:

Attachment 1 – Proposal Price Forms

Category S1- Small Propane Cylinders

Quantity generated per year: 1,000 cylinders

Description: 1 lb. Size propane cylinders

Current packaging specifications: loose cylinders in pallet-mounted steel “cage” (these cages are returned to Metro for reuse)

Price for Disposal Plan submitted: _____/cylinder

Notes, changes:

Category S7 Compressed Gas Cylinders

Quantity generated per year: 25 – 75 cylinders

Description: Various types of compressed gases in cylinders of various sizes. Representative samples are described below. All cylinders have operational valves in good condition.

Cylinders will be structurally sound and have original markings and labels that clearly identify their contents.

For the representative cylinders listed below please indicate the price per cylinder. The price indicted must include the following: Contractor’s labor to prepare for shipment, package, label, manifest and transport the cylinder, all necessary supplies and equipment, and ultimate disposal.

Metro will evaluate the cost portion of this section assuming one cylinder of each of the types below. Contractor must provide a Disposal Plan for each type; however, if the plan is identical for two or more types, this may be indicated on a single Plan submitted.

<u>Brand name</u>	<u>Contents</u>	<u>Cylinder Size</u>	<u>Price/cylinder</u>
“Aerosect insecticide sprayer”	0.4% pyrethrin, 8.0% sesame oil, 1.6% mineral oil, 90% Freon 12.	9” x 4”	
Bridgeport Brass, "aer*a*sol insecticide”	3% DDT, 0.4% pyrethrin, 1.6% hydrocarbon oil, 15% polymerized alkylated naphthalene, 80% Freon 12.	7” x 3”	
Brom-o-gas	methyl bromide	7” x 3”	
Lethalair V-23	0.50% pyrethrins, 1% technical piperonyl butoxide, 1% n-octyl bicycloheptene dicarboximide	15.5"x4.5"	

Attachment 1 – Proposal Price Forms

Lethalaire V26	0.5% resmethrin, 0.068% related compounds, 0.662% aromatic petroleum hydrocarbons, 18.75% petroleum distillates, 80.02% inert ingredients.	16"x4.5"	
	Sulfur dioxide	≤ 3"x12" (lecture bottle)	
	Hydrogen	> 3"x12" ≤ 4" x 24"	
	Chlorine	> 4" x 24" ≤12" x 36"	
	Nitrous oxide	> 12" x 36" ≤16" x 56"	
	Anhydrous ammonia	> 56"	

Notes, changes:

Category V1 Lab waste/PPE

Quantity generated per year: 15 drums

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

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Attachment 1 – Proposal Price Forms

Category V2 Contaminated soil

Quantity generated per year: 5 drums

Description: Soil and/or debris, contaminated with hazardous substances, no free liquids.

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category V3 Contaminated water

Quantity generated per year: 5 drums

Description: Drummed water contaminated with traces of unknown organic residue

Current packaging specifications: UN 1A2 drum

Price for Disposal Plan submitted: _____/55-gallon drum

Notes, changes:

Category W Mercury Products

Quantity per year: 10 5-gallon buckets

Description: Metallic mercury, contaminated metallic mercury, inorganic mercury contained in glass such as thermometers and barometers, inorganic mercury contained in metal and glass such as switches and flow meters.

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

Price for Disposal Plan submitted: _____/5-gallon bucket, _____/10 gallon drum

Notes, changes:



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

Attachment 2 – Proposal Bond

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENT, that _____
_____ hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a Proposal for Transportation and Disposal of Hazardous Waste, said Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this _____ day of _____, 20____.

By: _____

PRINCIPAL

By: _____

Attorney-in-Fact



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

Attachment 3 – Surety

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

SURETY

ADDRESS

1. _____
2. _____

Attachment 4 – Sample Standard Public Contract

For Public Contracts \$50,000 & Up

CONTRACT NO. _____

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____

_____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 20____ through and including _____, 20____.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

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

ARTICLE IV
LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract. Contractor shall indemnify and hold harmless METRO, its agents and employees, from any and all claims demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract, including, without limitation, any claims associated in any way with any illegal or improper treatment, storage or disposal of the materials collected and transported under the terms of this Agreement. CONTRACTOR is solely responsible for paying CONTRACTOR'S

Attachment 4 – Sample Standard Public Contract

subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

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

ARTICLE VI INSURANCE & BONDS

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

- A. Broad form commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability with a minimum of limit \$5,000,000 per occurrence.. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**
- B. Automobile bodily injury and property damage liability insurance with MCS 90 and CA 99 48 09 02 endorsements. Insurance coverage shall be a minimum of limit \$5,000,000 per occurrence.
- C. Transporter and all TSDf's shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the insured activity. Coverage shall be maintained in an amount of at least \$5,000,000 per loss, with an annual aggregate of at least \$10,000,000.

Coverage as required in paragraph C shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

Insurance as required shall be placed with an insurer acceptable to the Owner.
- D. If coverage as required in paragraph C is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 5 years beginning from the time that work under this contract is completed. Workers' Compensation insurance complying with ORS 656.017 including employer's liability limits of at least \$1,000,000 per claim.

Attachment 4 – Sample Standard Public Contract

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

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

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. In addition, the Contractor 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 Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

Attachment 4 – Sample Standard Public Contract

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX QUALITY OF GOODS AND SERVICES

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

ARTICLE X OWNERSHIP OF DOCUMENTS

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

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

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

B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from

Attachment 4 – Sample Standard Public Contract

the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

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

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

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

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

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

ARTICLE XI SUBCONTRACTORS

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

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

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may

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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, METRO 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 METRO.

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

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

COMPLIANCE

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

ARTICLE XVI

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

(Requires competitive solicitation) – 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

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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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in Intergovernmental Cooperative Purchasing.**

ARTICLE XVII ASSIGNMENT

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

CONTRACTOR NAME

METRO

By _____

By _____

Date _____

Date _____