



---

# **TRANSPORTATION AND PROCESSING SERVICES FOR ORGANIC WASTE FROM METRO CENTRAL TRANSFER STATION**

**RFP 12-1975**

**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, CPPB  
karen.slusarenko@oregonmetro.gov  
503-797-1809

Notice is hereby given that proposals for RFP 12-1975 for TRANSPORTATION AND PROCESSING SERVICES FOR ORGANIC WASTE FROM METRO CENTRAL TRANSFER STATION shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on October 13, 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.



# Request for Proposals

## Transportation and Processing Services for Organic Waste from Metro Central Transfer Station



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

### 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 waste from the Metro region, beginning January 1, 2012 and continuing for a five year period. Proposals will be due no later than close of business, October 13, 2011 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736 Attention: Karen Slusarenko, RFP #12-1975. Copies of the RFP may be obtained from Metro's website at [www.oregonmetro.gov/index.cfm/go/by.web/id=24894](http://www.oregonmetro.gov/index.cfm/go/by.web/id=24894).

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 organic waste ("organics") from the commercial sector; 17,700 tons of this material was received at Metro Central Transfer Station, referred to as Metro Central Station or MCS.

The organic waste generated by the commercial sector is the focus of this procurement. Targeted businesses include grocers (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.

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 receive, transport and process source-separated organic waste generated by the commercial sector and received at MCS. The station is located at 6161 NW 61<sup>st</sup> 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 waste delivered to MCS. 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

# Request for Proposals

## Transportation and Processing Services for Organic Waste from Metro Central Transfer Station



provide pre-sorting, load check/quality control and loading services. These services will be based on standards negotiated with the successful Proposer.

The successful Proposer shall begin operations January 1, 2012 and continue through December 31, 2016. Metro may extend the contract until the end of 2019.

#### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following minimum experience:

- A. 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. Proposals not meeting these standards will not be considered for evaluation.
- B. "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.
- C. Proposals which cannot demonstrate compliance with the above minimum experience requirements may be rejected.

#### V. PROJECT ADMINISTRATION

Metro's Transfer Station Operations Manager, Bruce Philbrick, will administer the resulting contract for Metro. Proposer shall indicate the individual and his/her position who shall serve as the primary contact and representative 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 #12-1975  
600 NE Grand Avenue  
Portland, OR 97232-2736

One PDF electronic copy should be emailed to: [karen.slusarenko@oregonmetro.gov](mailto: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, email: [karen.slusarenko@oregonmetro.gov](mailto: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 p.m. on October 6, 2013.

# Request for Proposals

## Transportation and Processing Services for Organic Waste from Metro Central Transfer Station



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

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

A. Transmittal Letter: Indicate who will be assigned to the project, identify the project manager, and that the proposal will be valid for ninety (90) days.

B. Questionnaire: Your firm's response to the following four areas will form the basis of your proposal's evaluation:

1. Experience and Operational Approach: Describe your firm's previous experience and processing approach.
2. Cost Proposal: List an all-inclusive cost per ton to receive, transport and process commercial organic waste.
3. Diversity in Employment and Contracting: Describe your firm's efforts to facilitate diversity.
4. Sustainable Business Practices: Describe how your proposal addresses several sustainability measures.

Complete evaluation criteria can be found in Section X below.

C. Staffing/Project Manager Designation: Utilizing the enclosed questionnaire, identify the specific staffing plan proposed for the project. Include resumes of key management 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 the project manager to work with Metro in developing a contract as well as perform the work.

# Request for Proposals

## Transportation and Processing Services for Organic Waste from Metro Central Transfer Station



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

D. Supplemental Materials: The following documents as more fully described in the Questionnaire to this RFP shall be submitted with your proposal:

1. Process flow diagram.
2. List of acceptable and unacceptable materials, including thresholds for contaminants.
3. Copies of relevant facility permits.
4. Product testing results

These submittals shall not apply to the page limitation for proposals.

E. 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.

F. 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**.”<sup>1</sup> 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.

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

<sup>1</sup> Proposers shall not identify the entire proposal “CONFIDENTIAL”.

# Request for Proposals Transportation and Processing Services for Organic Waste from Metro Central Transfer Station



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](http://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 following 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.

## X. EVALUATION CRITERIA

Metro will evaluate the appropriateness and adequacy of the proposed approach based on the following criteria:

<u>Experience and operational approach:</u>	<u>Points Available</u> <b>30 points</b>
<ul style="list-style-type: none"><li>• Experience of the firm and key personnel in performing work similar to that described in this RFP exceeding the mandatory minimum requirement contained under item IV above.</li><li>• Ability to transport and process organics in a timely manner by providing sufficient equipment and appropriately trained personnel.</li><li>• Operational procedures and location of supervisory personnel to ensure the coordination of activities in delivering reliable, timely service.</li><li>• Likely effectiveness of contingency plans for dealing with planned and unplanned disruptions to normal service such as inclement weather and facility closure.</li><li>• Emergency procedures for dealing with accidents and releases to the environment.</li></ul>	

# Request for Proposals

## Transportation and Processing Services for Organic Waste from Metro Central Transfer Station



- Equipment preventive maintenance procedures.
- Ability to maximize payloads over time.
- Effectiveness of safety efforts.
- 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.

### **Cost Proposal:**

**40 points**

- Total cost for receipt, transportation and processing of commercial organic waste for the contract period utilizing the proposed per ton cost and percentage of the CPI.

### **Diversity:**

**10 points**

- 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.
- 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.
- 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:**

**20 points**

- Proposed method of processing commercial organic waste relative to its environmental benefits.
- Reduction of diesel particulate air emissions by and other greenhouse gases (including exceeding Tier 3 requirements or use of alternative fuels).
- Support of local businesses, subcontractors and markets within the Portland Metro region and those employing sustainable practices.
- Use of local markets for recovered materials.
- Use of markets that create highest and best-use products.
- Other environmentally-sustainable practices.
- Employee wage and benefits package, training/educational opportunities and the promotion of community service during work hours.

**TOTAL**

**100 points**

## **XI. 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

# Request for Proposals Transportation and Processing Services for Organic Waste from Metro Central Transfer Station

---



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

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: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



### 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 commercial organic waste delivered to Metro Central Transfer Station (MCS). These responsibilities are detailed in the sections below. An overview is provided in this introduction.

MCS, located at 6161 NW 61<sup>st</sup> Avenue, Portland, Oregon receives mixed solid waste and some source-separated recyclables from commercial haulers and, to a much lesser extent, the general public. Customers enter the facility through the southeast entrance of the site and proceed to the 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 contaminants<sup>2</sup>. 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 waste received at MCS that complies 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 odor 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 operator's 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 shall be cleaned as needed before they are returned to MCS.

The facility will be open to the public from 8:00 a.m. to 5:00 p.m., 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 8:00 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.

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.

---

<sup>2</sup> The material handling and screening requirements for the transfer station operator are contained in the Appendix of the RFP. These are subject to modification based on the procedures proposed by the successful Proposer.

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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 operate the scalehouse and 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. A specific method of payment will be determined during negotiations with the successful Proposer.

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 has 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 waste 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 equipment<sup>3</sup> and appropriate for long-haul transportation. Contractor shall ensure that all equipment is properly secured for safe transport.
- 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 with all applicable U.S. Department of Transportation specifications.
- 3.) Contractor shall ensure that all Contractor-furnished transport equipment supplied is roadworthy and maintained in safe working condition. Each container shall be fully watertight and 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 waste 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.

---

<sup>3</sup> Transfer station operator plans on utilizing Caterpillar 938H WHEEL LOADER. Organic food waste may also be loaded by means of an overhead conveyor belt.

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



- 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 waste 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 a minimum of 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.

- 8.) Contractor shall clean all transport containers as needed to prevent malodor, unsightliness and/or attraction of vectors. If, in the sole opinion of Metro, containers need additional cleaning or a new schedule of cleaning is required to comply with this requirement, Contractor shall conduct such cleaning and adopt the recommended new cleaning schedule at no additional cost to Metro.

### **D. 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. This information shall be included on a monthly report provided to Metro that lists all outbound loads, date, bill of lading number, and weight of load when received at the composting/processing facility. Copies of this receipt shall be forwarded to Metro.
- 3.) 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 general types and amounts of unacceptable materials present in the organic waste received by Contractor and their ultimate disposition. Contractor and Metro shall utilize this information to assist in minimizing such contamination.

### **E. End Products**

- 1.) End-products from the processing facility to which Acceptable Organic Waste is delivered shall comply 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 upon request. This section does not imply that Metro-derived commercial food waste must be processed separately from other feedstocks.
- 2.) Contractor shall report to Metro upon request a characterization of the markets for products leaving the processing site as well as the disposition of contaminants.

### **F. Reporting**

- 1.) Provide to Metro monthly reports due no later than 10 days after the end of the month. Reporting will include but not be limited to:
  - Tons of organic waste received from MCS and processed.
  - General characteristics and amounts of unacceptable materials present in the organic waste.

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



- Any disruptions or malfunctions in processing equipment and methods affecting the processing of MCS organics.
- Any contacts with regulatory agencies.
- 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, receipt 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 contingency 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 transport and processing requirements and timelines contained in this RFP. 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. Metro will not approve payment for services until these plans are received.

### 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 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.
- 4.) Contractor shall assume responsibility for all costs incurred from any release of commercial organic waste or liquids during receipt, transport and processing.
- 5.) Contractor shall utilize industry best practices in the processing of organic waste received as well as the management and disposition of products, by-products and residuals.
- 6.) Contractor shall dispose of any residual or unacceptable materials in accordance with all permit, land use or franchise. Contractor is responsible for all costs of whatever nature relating to the disposal of residuals.
- 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 may not engage in practices that result in a decrease of processing capacity for organic waste derived from Metro Central Station.
- 9.) Contractor must supply replacement services if its main processing facility becomes disabled, at no extra cost to Metro.

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



### H. Organic Materials Flow

- 1.) Metro shall ensure that all loads of source-separated commercial organic waste delivered to 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 or conditions of whatever nature. Material flow shall resume only after problems have been remedied to Metro's satisfaction.

### I. Sustainable Business Practices- The following sustainable business practices will be required to be implemented by the Contractor:

#### 1.) Diesel Particulate Pollution Reduction:

- Contractor shall utilize equipment that either has engines that meet the US Environmental Protection Agency (EPA) Tier 3 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 75 HP and greater.
- It will be the Contractor's responsibility to adopt and enforce idle reduction measures for diesel equipment and vehicles on site.
- Contractor shall use a minimum of five (5) percent biodiesel blend in all diesel equipment (B5 biodiesel).
- Contractor may also elect to use alternate fuel vehicles in lieu of complying with EPA Tier 4 emissions standards.

#### 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 shall make good faith efforts to minimize the consumption of energy and water resources.
- Any new construction associated with this Contract shall use good faith efforts to achieve environmental performance consistent with Metro's sustainability goals as described in Metro's Green Building Policy for a "unique facility".

#### 3.) Toxics Reduction: Contractor shall use no products containing persistent, bioaccumulative toxics (PBTs) at MCS 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) for the cleaning of containers associated with this contract.

#### 4.) Sustainable Procurement Policy: Contractor shall develop and implement a sustainable procurement policy which includes:

- Use of local businesses and subcontractors within the Metro region, particularly those employing sustainable practices
- Use of local markets for products produced and materials recovered

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station

- Use of markets and processing methods that create highest and best-use products
- 5.) **Support a Quality Work Life:** Contractor shall implement sustainable employment policies that promote:
- Living wage and benefit packages for the lowest-tier workers
  - Training/educational opportunities that provide for upward job mobility
  - Community service during work hours

Contractor shall comply with all elements described in the proposal submitted to Metro for this contract. A list of the major elements is included in EXHIBIT \_\_ to this Contract.

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

1.) Acceptable items include, but are 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
- City of Portland Approved\* compostable bags
- City of Portland Approved\* compostable food service items

\*See <http://www.portlandonline.com/bps/index.cfm?c=41785&> for complete list of approved 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
- Street sweeper and catch basin waste

3.) Maximum Contamination Threshold:

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



- Contains no more than four prohibited items per ton larger than the size of a five-gallon container.<sup>4</sup>

### K. Liquidated Damages

- 1.) In the event of any default of this Contract by Contractor which, 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...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.

### L. Payment

- 1.) Price. For all work required under this Agreement, Metro will pay Contractor \_\_\_\_\_ per ton.
- 2.) Price Adjustment. Beginning July 1, 2013, the Tonnage-Based and Per Ton Fuel Sum payable to Contractor shall be adjusted for inflation by an amount equal to \_\_\_\_\_<sup>5</sup> of the comparative rate of inflation between the previous two calendar years. The adjusted price shall be equal to the price in effect on July 1 of the previous year ("current price") multiplied by the quantity derived from adding the number one to the Price Adjustment Factor, as follows:  
Adjusted Price = Current Price \* ( 1 + Price Adjustment Factor ) where:

$$\text{Price Adjustment Factor} = \_.\_ \ * \ ( ( \text{CPI}_{t-1} / \text{CPI}_{t-2} ) - 1 )$$

- t = Year in which the new adjusted price takes effect  
CPI<sub>t-1</sub> = Consumer Price Index for the previous calendar year  
CPI<sub>t-2</sub> = Consumer Price Index for the next previous calendar year

The Consumer Price Index ("CPI") set forth herein shall be based on the annual Consumer Price Index for all urban consumers, "West-Size Class A" series, published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"). If such BLS series is discontinued, a replacement index shall be agreed upon by the

<sup>4</sup> Final contamination threshold as well as a list of acceptable/prohibited items will be determined through negotiations with the successful proposer.

<sup>5</sup> The adjustment percentage shall be based on the successful proposer's proposed inflation adjustment.

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



contracting parties. If the BLS designates an index with a new title and/or code number or table number as being the continuation of the index cited above, the new index will be used. If the specific index “West-Size Class A” is discontinued, the “West Urban All Items” index shall be used. If both such indices are discontinued, the parties shall agree on an appropriate substitute.

### 3.) Fuel Price Adjustment.

#### **A. Definitions.**

For the purpose of this section, the following definitions shall apply:

“**Base Fuel Price**” shall mean the price of \$3.35 per gallon of diesel fuel.

“**Fuel Index**” shall mean the average of the daily prices of Gross Wholesale B5 SME Biodiesel LSN2 Ultra Fuel published in the previous month by the Oil Price Information Service (“OPIS”) in The Fuel Index for Portland, Oregon. If either such price or such OPIS report is discontinued, Metro and Contractor shall agree on appropriate replacement price data. If OPIS designates an index with a new title as being the continuation of the price for fuel set forth above, the price for such new title will be used. If Contractor utilizes a different grade of fuel perform its obligations under this Agreement, and if the weekly OPIS report referenced above contains a rack price for that actual fuel grade, then that fuel price shall be used to calculate the Fuel Index.

“**Fuel Comparison Ratio**” shall mean the amount produced by dividing the Fuel Index by the Base Price.

“**Fuel Comparison Percentage**” shall mean the number, expressed as a percentage, produced either by subtracting the Fuel Comparison Ratio from the number 0.80 or by subtracting the number 1.20 from the Fuel Comparison Ratio.

“**Per-Ton Fuel Sum**” shall mean the amount of \$0.\_\_<sup>6</sup>, which amount in accordance with Section B below shall be multiplied by the total number tons of Acceptable Organic Waste accepted, transferred, processed, or loaded in such month at Metro Central Station to calculate the diesel fuel payment required under this Article.

#### **B. Purchase of and Payment for Fuel Used in Operations.**

Contractor shall purchase the diesel fuel used each month in the performance of the duties and tasks required under this Agreement. Metro shall pay Contractor each month for such diesel fuel in an amount equal the product obtained by multiplying the Per-Ton Fuel Sum of \$0.\_\_ by the total number tons of Acceptable Organic Waste accepted, transferred, processed, or loaded in such month at Metro Central Station.

#### **C. Monthly Determination regarding Per-Ton Fuel Sum.**

Commencing on February 1, 2012, and on the first day of each month thereafter, Metro shall perform a calculation in accordance with this Article to determine if an adjustment is required in the Per-Ton Fuel Sum used in that month to obtain the amount Metro shall pay Contractor for diesel fuel. To perform such determination, Metro shall divide the Fuel Index by the Base Price to create the Fuel Comparison Ratio, and then shall proceed as follows:

1. If the Fuel Comparison Ratio is equal to or more than 0.80 but less than or equal to 1.20, the amount of the Per-Ton Fuel Sum used to calculate the payment to Contractor for fuel used in organic waste transfer and processing operations shall remain unchanged, and Metro shall use the Per-Ton Fuel Sum to calculate that month’s payment for fuel used in transfer station operations.

2. If that month’s Fuel Comparison Ratio is less than 0.80, the Fuel Comparison Ratio shall be subtracted from the number 0.80, and the resulting number shall be expressed as the Fuel Comparison Percentage.

<sup>6</sup> This shall be determined during the negotiation process as the fuel portion of the per-ton price proposed.

# Scope of Work: Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station

---



Thereafter, the Per Ton Fuel Sum used to calculate that month's payment for fuel used in transfer station operations shall be decreased by an amount equal to \$0.\_\_ multiplied by one-half of the Fuel Comparison Percentage.

3. If that month's Fuel Comparison Ratio is greater than 1.20, then the number 1.20 shall be subtracted from Fuel Comparison Ratio, and the resulting number shall be expressed as the Fuel Comparison Percentage. Thereafter, the Per Ton Fuel Sum used to calculate that month's payment for fuel used in transfer station operations shall be increased by an amount equal to \$0.\_\_ multiplied by one-half of the Fuel Comparison Percentage.

**D. Inflation Adjustment of Base Index and Per Ton Fuel Sum.** The Base Index and the Per Ton Fuel Sum shall be adjusted annually in accordance with the Price Adjustment section above.



## **FORMS**

Price Schedule

Proposal Questionnaire

Agreement

Performance Bond

Tonnage History & Projection

Metro Code Transport Protocols



**PRICE SCHEDULE**

**COST PROPOSAL**

1. What is your proposed cost per ton? (Please express in both numbers and words.)

\_\_\_\_\_ \$\_\_\_\_\_  
(words)

2. What is the proposed adjustment percentage of the CPI<sup>7</sup> \_\_\_\_\_%

**Firm Proposing :** \_\_\_\_\_

---

<sup>7</sup> The CPI index to be used to annually adjust the cost per ton is described in the sample contract, as is the fuel surcharge to compensate the parties for fluctuation in the cost of fuel.



## PROPOSAL QUESTIONNAIRE

The following questionnaire asks for information concerning the Proposer's organization, experience, operational approach, cost proposal, diversity in employment and contracting, and sustainable operational practices. The Proposer should submit responses to the questionnaire on a separate sheet (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, conduct any additional investigation necessary to determine the Proposer's qualifications, and 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 proposal<sup>8</sup>.

### 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:
  - a. Address, phone number, email address and website
  - b. Federal tax ID#
  - c. Project manager for the proposal and direct contact information
- 3.) How many years has your firm used its present name?
- 4.) 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.
- 5.) 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.
- 6.) List the name, title, mailing/e-mail address and phone number for the person who shall serve as the main contact for the Proposer's firm during the development of the contract. Indicate if this person will have the authority to execute the resulting contract on the Proposer's behalf.
- 7.) 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.

---

<sup>8</sup> Confidentiality- See Section VIII (E) of the RFP for any materials proposers' desire to remain confidential.

## **EXPERIENCE & OPERATIONAL APPROACH<sup>9</sup>**

### **Experience and Staffing**

- 1.) 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 satisfy, at a minimum, the “Experience” requirements in Section IV of the RFP.
- 2.) Identify specific personnel assigned to major project tasks, their roles in relation to the Scope of Work, percent of their time dedicated to this work, and special qualifications they may bring to the project. Indicate where they will be located. Include resumes of key management individuals proposed for this work.
- 3.) List the number of employees that will be used for the transport portion of the work and the incremental increase in the number of employees for the processing component of the work.
- 4.) Describe your firm’s safety program.

### **Transport System**

- 1.) Do you intend to transport Metro’s commercial organic waste with your own equipment or subcontract for this service? If you choose to subcontract, which firm do you intend to utilize?
- 2.) Describe the transport equipment you (or your subcontractor) will be using including year, make and model. Do you currently own or lease this equipment? Include the number of each piece and whether it will be dedicated to this work or shared.
- 3.) Describe your proposed route, distance in miles one-way and projected fuel consumption per one-way trip.
- 4.) How will you with planned and unplanned disruptions to normal service such as inclement weather?
- 5.) How will you deal with accidents and releases to the environment?
- 6.) Will any materials be back-hauled from the processing facility? If so, will this apply to some or all loads and to what destination?
- 7.) Do you have the ability to clean the organic waste containers at your facility once emptied? If not, how will you meet the cleaning requirements in the Scope of Work? How often do you plan on cleaning containers?
- 8.) Describe your approach to preventive maintenance for your transport equipment.

### **Processing Facility**

- 1.) Where do you propose to take the organic waste derived from the Metro region?
- 2.) What is the size of the site and your estimated total processing capacity for organic waste?
- 3.) Describe your company’s general skills and qualifications regarding the processing of organic waste.
- 4.) 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.
- 5.) Describe your processing facilities and equipment, and how they will be used in your process.
- 6.) Provide a process flow diagram.
- 7.) If you have a currently operating facility, how will your process change if you accept Metro organic waste?
- 8.) Have any Notice of Violations been received by any regulatory agencies since January 1, 2011? If yes, explain.

---

<sup>9</sup> If a multiple processing facilities will be utilized during the life of the contract, provide information for all facilities and the approximate timeline they will be in use and the fraction of the projected quantities to be processed at each facility.

- 9.) If your facility will not be ready to accept organic waste from the Metro region by January 1, 2012, explain 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?
- 10.) Provide your complete list of acceptable and unacceptable materials, as well as your threshold for contaminants. (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 contaminants, which together comprises Metro's Acceptable Organic Waste standards, is 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.)
- 11.) What is your screening/processing procedure for unacceptable materials? What will be the disposition of materials that have been screened out?
- 12.) What are your nuisance (including odor) control and mitigation procedures? Provide any technical information regarding equipment or other means that will be used to guide such procedures.
- 13.) What is your current permit status for the location you propose to process Metro's organic waste? Provide copies of all relevant permits.
- 14.) How will you deal with Metro's organic waste should your proposed processing site close both in the short term (less than a week) or the long term (a week or longer)? Explain how any backup sites comply with the requirements of the RFP. Does this affect the price submitted as part of your proposal?
- 15.) How will you deal with accidents and releases to the environment?
- 16.) Describe your approach to preventive maintenance for your processing equipment.

### **PRICE PROPOSAL**

Use the form provided.

### **DIVERSITY IN EMPLOYMENT AND CONTRACTING**

- 1.) Describe your work force demographics (number of employees, race and gender) and the measures taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- 2.) 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. 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.
- 3.) 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.) Explain the environmental benefits of your processing method(s) relative to landfill disposal of the material or other processing methods such as anaerobic digestion or composting, in terms of greenhouse gas emissions or other measurements.
- 2.) Describe your measures to reduce diesel particulate matter and greenhouse gases.
- 3.) What practices and policies do you propose to reduce engine idling?
- 4.) Do you propose using alternate-fuel transport and processing equipment? If so, explain.
- 5.) Describe your firm's efforts to support local businesses, subcontractors and markets within the Portland Metro region and those employing sustainable practices.

- 6.) Describe your proposed markets for your finished products, including type and geographical location.
- 7.) Describe any testing procedures for end products and submit the latest year's testing results.
- 8.) Describe your natural resource conservation measures.
- 9.) Describe your internal recycling practices. Do they comply with or exceed Metro business recycling requirements ([www.recycleatwork.com/whatsrequired](http://www.recycleatwork.com/whatsrequired))?
- 10.) Describe your measures for toxics reduction, including:
  - a. Elimination of Persistent Bioaccumulative Toxics (PBTs) from operations and from manufacture of products used onsite;
  - b. Utilization of cleaning supplies that are certified by Green Seal under the standard for Industrial and Institutional Cleaners, (GS-37).<sup>10</sup>
  - c. Utilization of least-toxic maintenance products, including solvents and solvent recycling, less toxic and/or biodegradable lubricants and hydraulic oils.
- 11.) Describe the wage and benefits package that will be offered to employees, to include:
  - a. Wage scales for all employees, including trainee, probationary, entry level, journey level, and supervisory positions. Wages can be listed either as hourly or 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.
  - b. Healthcare program available to employees, including services covered (medical, dental, prescriptions, emergency, preventive care etc.), and out-of-pocket and deductible amounts. Include contribution amounts (if any) for employees and family members and/or partners.
  - c. Information on other employee benefits such as vacation/sick leave, 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.
- 12.) Describe any training and educational opportunities available to employees, such as ESL or life skills classes. Indicate whether training and education would be available during the workday and how such programs would be provided and funded.
- 13.) Explain any opportunities for your employees to participate in community service activities.
  - a. What measurements will be used to gauge effectiveness?
  - b. Will employees be able to participate during work hours?
- 14.) Describe your environmental management system and how will results be reported to Metro?
- 15.) Describe any additional sustainability measures you propose or environmental benefits that your processing approach offers.

## **EXCEPTIONS AND ALTERNATIVE PROPOSAL CONDITIONS**

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

---

<sup>10</sup> Green Seal standard GS-37, [www.greenseal.org/findaproduct/i&icleaners.cfm](http://www.greenseal.org/findaproduct/i&icleaners.cfm).

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.



# Sample Public Contract - Request for Proposals Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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, 2016. This agreement may be extended for additional periods not to exceed a total contract length of eight years 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

(To be negotiated)

# Sample Public Contract - Request for Proposals Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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

## 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 injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
4. If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

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

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

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro.

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

### B. Performance Bond

1. Contractor shall provide continuous coverage of a separate Performance Bond in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for the duration of the Contract. The Bond shall be in the form provided in these Contract Documents.
2. As an alternative to providing the bond specified in this section VI.B.1, Contractor may provide a Letter or Letters of Credit, issued by a sound financial institution satisfactory to Metro. Such Letter of Credit shall be in a form acceptable to Metro. The Letter of Credit shall be in an amount equivalent to the bond required under this section.

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

## ARTICLE VII PUBLIC CONTRACTS

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

# Sample Public Contract - Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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

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. METRO 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.

### 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

# Sample Public Contract - Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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

work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
  2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
  3. Any cost and pricing data relating to the contract; and
  4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

# Sample Public Contract - Request for Proposals

## Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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

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

### ARTICLE XI SUBCONTRACTORS

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

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

### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. 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 laws of the state of Oregon shall govern the construction and interpretation of this Contract.

# Sample Public Contract - Request for Proposals Transportation And Processing Services For Organic Waste from Metro Central Transfer Station



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

## 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

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 below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.  **Bidder declines to participate in Intergovernmental Cooperative Purchasing or is not applicable to this Contract.**

## ARTICLE XVII ASSIGNMENT

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

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**BOND FORM**

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

KNOW BY ALL MEN BY THESE PRESENT:

We the undersigned \_\_\_\_\_ as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_ duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to METRO as OBLIGEE (hereinafter called METRO), the amount of FIVE HUNDRED THOUSAND Dollars (\$500,000.00 \_\_\_\_\_) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated \_\_\_\_\_, 20\_, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: \_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid \_\_\_\_\_, METRO having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the \_\_\_\_\_ in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for \_\_\_\_\_ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

day of \_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
CONTRACTOR

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

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

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

**TONNAGE HISTORY & FORECAST FOR COMMERCIAL ORGANICS  
TO BE RECEIVED AT THE METRO CENTRAL STATION**

**NOTE:** Forecasted data is for informational purposes only and will not be used for contractually binding purposes.

Commercial Organic Waste Received at Metro Central												
	ACTUAL						PROJECTED					
	2006	2007	2008	2009	2010	2011	2011	2012	2013	2014	2015	2016
Jan	682	518	1,156	1,437	1,669	1,335		1,474	1,521	1,638	1,755	1,871
Feb	645	770	1,127	1,381	1,634	1,267		1,481	1,533	1,649	1,765	1,881
Mar	723	953	1,273	1,582	1,793	1,488		1,667	1,728	1,857	1,985	2,113
Apr	782	931	1,316	1,609	1,516	1,996		1,653	1,711	1,836	1,962	2,087
May	826	1,074	1,442	1,686	1,442	1,368		1,754	1,819	1,951	2,083	2,214
Jun	882	1,103	1,488	1,775	1,490	1,319		1,856	1,927	2,066	2,206	2,326
Jul	808	1,165	1,723	1,881	1,405	1,262		1,919	1,987	2,128	2,269	2,379
Aug	977	1,147	1,631	1,863	1,343		1,744	1,906	1,974	2,113	2,251	2,359
Sep	785	1,233	1,498	1,916	1,285		1,671	1,830	1,883	2,018	2,153	2,256
Oct	814	1,252	1,089	1,847	1,414		1,502	1,554	1,675	1,796	1,918	2,007
Nov	829	1,158	973	1,741	1,198		1,430	1,479	1,595	1,710	1,825	1,909
Dec	834	1,174	1,099	1,761	1,522		1,491	1,538	1,657	1,775	1,894	1,981
<b>TOTAL</b>	<b>9,587</b>	<b>12,479</b>	<b>15,814</b>	<b>20,479</b>	<b>17,712</b>	<b>10,033</b>	<b>7,838</b>	<b>20,111</b>	<b>21,010</b>	<b>22,537</b>	<b>24,066</b>	<b>25,383</b>

## Metro Central Transfer Station Operations Requirements for Organic Waste

## 10.0 MATERIALS RECOVERY - GENERAL

- e) Organic Waste Recovery: Contractor shall reload source-separated organics brought to MCS into organics drop boxes provided by Metro' organics processor. Contractor shall handle the material from unloading through reloading in a manner to prevent contamination. Contractor shall manage the material in a manner that includes the following:
- Receiving source-separated organic material at a location mutually agreed-upon by the parties. Metro shall be responsible for appropriately preparing the location. Metro shall be responsible for any deterioration to the location due to the nature of the material, if the Contractor manages the material in compliance with this section.
  - Remove any incidental contaminants from source-separated organic loads. "Incidental contaminants" as used herein are any contaminants larger than the size of a five-gallon container.
  - Inspection of the loads to determine that the material is Acceptable Waste and qualifies as a load of source-separated organics (i.e., contains no more than four incidental contaminants per ton, or 25 per load, or total contaminants of 5% by volume). Contractor, Metro, and Metro's Organics Processing Contractor shall mutually develop practical rules for making such determinations.
  - If material is not Acceptable Waste it shall be managed in conformance with Contractor's Safety Procedures Manual. If material is Acceptable Waste but does not qualify as source-separated organics, it shall be managed in conformance with Item 9.0 of the Operational Requirements for Metro Central Station; and Metro and the hauler shall be notified so that appropriate fees may be charged. The notification to Metro shall include hauler name, Metro truck number, time of receipt, and date.
  - Manage the material in a manner to minimize odor.
  - Daily reloading of organic material into drop boxes provided by Metro's organics processor, including the staging of boxes to and from any storage area for pick up by a transporter. Contractor shall supply equipment and an equipment operator for the operating area in which source-separated organic material is received. No additional personnel will be required. Used equipment may be provided for this work.

M:\rem\ops\projects\MCS Organics\RFP\RFP 12-1975 090911.doc