



Solid Waste and Recycling Collection Services for Metro Facilities and Visitor Venues

RFP 13-2176

Metro

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

RFP Project Managers

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Notice is hereby given that proposals for RFP 13-2176 for Solid Waste and Recycling Services for Metro Facilities and Visitor Venues shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on August 15, 2012. 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 (RFP 13-2176)

I. INTRODUCTION

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 Solid Waste and Recycling Services for Metro Facilities and Visitor Venues. Proposals will be due as indicated on the RFP cover page.

Metro, the regional government that serves 1.5 million people who live in the 25 cities and three counties of the Portland metropolitan area, provides planning and other services that protect the nature and livability of our region. For more information, visit www.oregonmetro.gov.

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

II. BACKGROUND/HISTORY OF PROJECT

Metro seeks proposals from qualified haulers to pickup solid waste, recyclable materials and organics at Metro facilities and visitor venues. Sites included in this Request for Proposals (RFP) are: Portland Center for the Performing Arts (PCPA) venues (Keller Auditorium, Arlene Schnitzer Concert Hall, and Antoinette Hatfield Hall), Portland Expo Center, Oregon Convention Center (OCC), Metro Regional Center (MRC), Metro Paint facility, Oregon Zoo, St. Johns Landfill and Glendoveer Golf Course. Addresses of these locations are in the appendix of this RFP.

Metro set a goal for all of its facilities to recycle or compost at least 50% of their solid waste by 2013 and 75% by 2015 (measured as an organization-wide average). Metro facilities achieved an average recovery rate of 58 percent in FY 2012-2011, a 13 percent increase over the 2008 baseline year. Metro strives for continuous improvement in the areas of sustainability and resource conservation in internal facility operations. To support these goals, Metro seeks a hauler that has technical expertise on solid waste, recycling and organics collection systems and methods, familiarity with industry best practices and the ability to help Metro to meet recycling recovery goals at its facilities and venues as outlined in this RFP.

Waste generation weights and diversion rates from Metro's facilities in 2011 are listed in the table below. Metro aims to increase the amount of material diverted from the waste stream for recycling and compost and reduce the overall waste generated over time, therefore these quantities should be considered estimates, not guarantees. Addresses for the sites included in this RFP are in Appendix C.

	Site	2011 Annual Landfill Waste Tonnage	2011 Total tons generated (landfill+ recycling+ compost)	2011 Average Diversion Rate (includes other items such as donations)
1	Expo Center	134.07	261.70	48.77%
2	Metro Paint	427	502	14.90%
3	Metro Regional Center	28.42	61.82	54.02%
4	Oregon Convention Center	176	568	69.02%
5	PCPA – Arlene Schnitzer Concert Hall	18.42	21.47	14.24%
6	PCPA – Keller Auditorium	31.01	50.60	38.71%
7	PCPA – Hatfield Hall	12.51	28.86	56.65%
8	Oregon Zoo	328.02	1287.78	74.53%
9	Glendoveer Golf Course	No data available (NDA)	NDA	NDA
10	St. Johns Landfill (administrative and operations for closed landfill)	NDA	NDA	NDA

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III. PROPOSED SCOPE OF WORK

Metro intends to award one or more contracts to provide all required equipment, material, tools, transportation and temporary facilities as applicable, experienced staff, labor, and supervision to perform the requested services. The selected contractor(s) shall provide all labor, materials and equipment required to fully and completely perform the services, as described in this Scope of Work. The service shall be performed in conformance with all federal, state, and local rules, regulations, codes, and laws, including, but not limited to, the Metro Code and purchasing policies.

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

A. Solid Waste and Recycling Collection and Disposition - General

- Coordinate specific pickup schedules and container locations with each facility. Contractor shall respond to requests for changes in pickups and or receptacles within one (1) business day.
- Provide collection receptacles at the inception of the contract that are free of graffiti and other markings.
- Provide a dispatch telephone number on all collection containers.
- Provide sufficient motor equipment to remove solid waste, recyclables and organics from the designated areas on the days of the week specified or on-call basis.
- Ensure that collection receptacles fit in the allotted space identified at each facility.
- Provide collection service on all compactor receiver boxes at least six (6) days per week, preferably seven (7) days per week, on an on-call basis between the hours of 6:00 AM and 5:00 PM. Contractor may arrange for earlier service if needed.
 - Note: The Oregon Convention Center and the Zoo both own the compactors used at these facilities.
- Provide a “turnaround service” in addition to scheduled pickups upon notification by Metro no less than 24 hours in advance. Notify the appropriate facility contact at Metro immediately if scheduled pick-up cannot be completed for any reason.
- Ensure that materials are transported in vehicles that are fully enclosed and water tight.

B. Collection of Solid Waste for Disposal

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

C. Collection of Recyclable Materials

- Pickup recyclable materials from each facility.
- Provide a sufficient number of receptacles for collection of recyclable materials.
- Provide labeling of receptacles that accurately describes the contents.
- Collect recyclables such that the materials are accepted at material recovery facilities (MRF's)
- As required by the City of Portland, maintain separation of glass from commingled recyclables from the point of collection to delivery to a MRF.
- Collect the following recyclable materials and any other materials mutually agreed to by Metro and the Contractor during the duration of the Service Contract:
 - Glass bottles and jars;

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- Aluminum, tin, and bi-metal food containers, and aerosol cans;
- Plastic bottles and tubs that are more than 6 ounces and up to 5 gallons, plastic flower pots and buckets less than 5 gallons;
- Gable top and aseptic cartons;
- Mixed paper including craft paper, paperboard, newspaper, magazines/catalogs and office paper;
- Corrugated cardboard boxes (excluding waxed cardboard or pizza boxes) which may be or may not be broken down and up to 48" x 72" maximum size;
- Stretch wrap, sheet plastic and polyolefin and polyethylene bags;
- Rigid plastic;
- Styrofoam;
- Sheet/table vinyl;
- Ferrous and non-ferrous scrap metal;
- Wood pallets and untreated dimensional lumber, painted or unpainted;
- The following materials are excluded from this RFP, meaning that pickup and recycling services are not needed for these items. Excluded materials: electronics, hazardous waste, fluorescent lamps, confidential paper shredding and edible food donations.
- Any contaminated loads and the nature of the contamination, if known, shall be reported to the facility contact. If the contamination prohibits the materials from recovery and recycling, despise as solid waste and notify the facility contact.
- All recyclable materials properly sorted according to instructions agreed to by Metro and the Contractor must be delivered to a MRF or end market for recovery. The contractor is specifically prohibited from delivering source-separated glass to a landfill for use in roadbed applications or for any end use that will not count toward the state recovery rate.
- Haul mixed dry waste, including construction and demolition (C&D) debris (see Appendix A for a list of C&D materials), to a Metro-authorized Material Recovery Facility (MRF) for processing.
- Advise Metro facilities of any enhanced or additional recycling services as they become available, including recycling opportunities for additional materials not listed in this RFP.

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

Note: Many Metro facilities provide food service and catering services. These facilities seek to continue their multi-year program to recover food scraps and compostable serviceware such as cups, utensils and plates, while recognizing that the market for serviceware is evolving.

Metro requires that all organics be hauled directly, or through a transfer station, to properly permitted or franchised composting or anaerobic digestion facilities that will utilize all properly prepared organics as feedstock. The contractor may not deliver organics loads to a facility, either directly or through a transfer station that feeds that facility, that prior to processing separates out for disposal the serviceware that is included for collection under this contract.

- Provide organics collection services.
- Provide all receptacles needed to haul organics from Metro facilities.
- Provide labeling of receptacles that accurately describes the contents.
- Collect the following compostable materials, at a minimum, listed below and any other materials mutually agreed to by Metro, and ensure that they are delivered to a facility that composts or anaerobically digests them:
 - Yard debris;
 - All food waste, including pre- and post-consumer waste;
 - Compostable paper, including waxed cardboard and food-soiled paper;
 - Herbivore manure and animal bedding material (specific to Oregon Zoo and Expo Center only);

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- Bio-plastic and fiber-based compostable serviceware currently used at Metro facilities and venues for catering and concessions, including but not limited to cups, containers and utensils. A list of these products is available from Metro upon request.
- Food serviceware as mutually agreed-upon by DEQ, Metro, City of Portland and composting facilities that serve the Portland commercial market in the forthcoming Oregon Solutions project.
- Report any loads contaminated with non-compostable materials to the facility contact.

E. Complaint Handling Procedure

- Provide a dedicated telephone number on each container for complaints or inquiries from neighbors of Metro facilities. This number must be present on all exterior receptacles (garbage and recycling).
- Work cooperatively and in the spirit of good faith with Metro sites to promptly resolve any concerns that occur relative to providing services. Document all inquiries and complaints and share documentation on the inquiry as well as the action taken to Metro facility representatives.
- Respond to complaints by staff, neighbors of Metro facilities and Metro site representatives within one business day.

F. Tracking & Reporting

- Provide monthly reports on the data points listed in Appendix A for all facilities serviced in this contract. See Appendix A, Sample Monthly Reporting Template for details of what the monthly report includes.
- Reports shall include the weight of materials collected from Metro facilities, in tons.
 - Provide copies of weight tickets from all loads taken directly to a transfer station or material recovery facility.
 - Provide estimated weights of landfill-bound waste, recovered materials and organics from receptacles that are emptied into a truck with materials from other non-Metro facilities, including separate weights for all categories of materials recovered for recycling or composting.
- Reports must be submitted in an Excel spreadsheet .CSV file format no later than the 15th of the month for the proceeding month's data to the designated facility operations manager at each site.
 - An electronic copy of the report shall also be emailed to Metro's Sustainability Coordinator each month for inclusion in Metro's waste and recycling tracking system and annual sustainability report.

G. Site Maintenance

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

H. Equipment

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

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- Report equipment failure resulting in delay of collection to the facility contact within two hours to the facility contact.

I. Safety

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

J. Contract Management and Notices

- Provide a single point of contact for all of the Metro facilities served in this RFP.
- Notify Metro in writing of any changes in the ownership of firm or changes in the firm's ability to perform services.
- Provide notice of violations or legal action by any regulatory agency against the Contractor within 14 days of receipt.
- Provide notice of any complaints filed with the Department of Labor against the Contractor within 14 days of receipt.
- Provide notice of any changes of the primary and secondary processing facilities used for the recycled commodities outlined in Section III. C. (Recycling) and D (Organics).
- Provide notice of any changes of the MRF, processor or end market used for materials collected, including recyclable materials and organics.

K. Contract Term and Escalation

The term of the resulting contract(s) is anticipated to be November 1, 2012 through October 31, 2015, with the exception of the St. Johns Landfill which will have a contract start date of January 1, 2013. Metro shall have the option to renew contract(s) for two additional one-year periods.

Annual mutually agreed upon modification of Article III, contract sum and terms of payment, are permissible on the anniversary date of the contract. Prices throughout the initial one (1) year term of the contract shall remain fixed. Contractor shall submit written requests for price revisions after the first year period in advance of receipt of order to Metro Procurement Services, Department of Finance and Regulatory Affairs, 600 NE Grand Ave., Portland, Oregon 97232. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of the components, i.e. dumping fees, involved in the contract. If the parties are unable to agree on the modification, Metro reserves the right to reject any price increase and to immediately terminate the contract.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience at a minimum:

- (1) Minimum of five (5) years of experience in providing garbage, recycling and organics collection services in the commercial sector. Experience shall include managing post-consumer food waste and non-traditional recycling commodities, e.g. Styrofoam, wood, e-waste, bulk metal.
- (2) Demonstrated ability to provide services as described in this RFP.

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- (3) Must have all applicable regulatory approvals from government agencies to operate as a commercial hauler within Portland.
- (4) Successful administration of environmental and safety programs that apply to managing risks associated with the primary contractor function.

V. CONTRACT ADMINISTRATION

Metro's Procurement Services staff, Julie Hoffman, will manage this contract. In addition, an individual operations manager contact will be identified for each facility serviced through this contract for day-to-day operations.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Five (5) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman, RFP 13-2176
600 NE Grand Avenue
Portland, OR 97232-2736

- 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 Julie.Hoffman@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on Wednesday, August 8, 2012.

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 Services, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648

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VII. PROPOSAL CONTENTS

The proposal should contain no more than twenty (20) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the Contractor to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No binders, waxed page dividers, folders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the contract, who will be contract manager, and that the proposal will be valid for ninety (90) days. Include the following information in the letter:
- B. Approach / Scope of Work: Describe how the work will be done. Include how each of the requirements of the Scope of Work will be achieved in your proposal. Please follow the outline of the Scope of Work, addressing the following major sections:
- Material Pickup and Disposition, including:
 - Names and addresses of the transfer stations, Material Recovery Facilities (MRF's), processors and end markets if known for materials collected outlined in Section III. B. Landfill-Bound Waste, C. Recyclable Materials and D. Organics;
 - If any of the service requirements listed in the recyclable materials and organics section of this RFP are problematic, please describe how you would help Metro handle those materials.
 - The proposed method for estimating weights of recovered materials from Metro facilities when the materials are emptied into a truck with materials from other non-Metro facilities.
 - Landfill-bound Waste
 - Recyclable Materials
 - Organics: Food Scraps, Yard Debris, Animal Manure and other organic waste materials
 - Complaint Handling
 - Tracking & Reporting
 - Site Maintenance
 - Equipment
 - Safety
 - Contract Management and Notices
- C. Staffing/Project Manager Designation: Provide qualifications and experience of the personnel in your firm whom you consider "key" and would be assigned to the Contract. Describe their roles and duties under the Contract. Indicate how your firm deals with replacing key personnel who leave your firm's employ and how you would assure client satisfaction during a time of transition to new key personnel.
- D. Proposals must identify a single person as contract manager to work with Metro. The Contractor must assure responsibility for any sub-contractor work and shall be responsible for the day-to-day direction and internal management of the Contractor effort.
- E. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. Highlight experience managing post-consumer food waste and non-traditional recycling commodities, e.g. Styrofoam, wood, e-waste, bulk metal. Provide a list of customers for a municipality or other government subdivision, or comparable private commercial enterprise, that your firm has performed services for in the past five (5) years, which best characterizes your firm's capabilities, work quality, and cost control. Provide a

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minimum of three (3) customer references including business name, address, contact name, and contact telephone number.

- F. Cost/Budget: Present the proposed cost of the services and the proposed method of compensation. Requested expenses should also be listed. Use pricing sheet in Appendix D and included with the proposal. **Proposers may submit proposals for all sites, a combination of sites, or each site individually.** Arlene Schnitzer Concert Hall, Keller Auditorium and Hatfield Hall are to be considered as one site (all are part of Portland Center for the Performing Arts).

Proposer shall offer services at fixed rates based upon container sizes, types, pickup schedules and which facilities are included in the service agreement.

Proposers shall include whether rebates are available to Metro for the market value of recyclable materials collected from Metro facilities. Propose rebate formulas for calculating these rebate amounts for cardboard, mixed paper, plastic, and metal. The must take into consideration those facilities that collect mixed paper as a part of a commingled collection system. The formula(s) will utilize prices from the Official Board Markets (OBM) index for fiber materials and secondary materials pricing for non-fiber materials.

Rebates shall be paid to Metro on a monthly basis and be credited to the facility account where the material was generated. Rebate payments shall include a report showing how the rebates were calculated and pricing from the Official Board Markets index. Contractor will use the monthly data on recycling collection quantities to determine the appropriate rebate amounts for each of the applicable materials.

G. Diversity in Employment and Contracting:

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities. Describe how your firm supports job skills development and hiring of historically disadvantaged or underrepresented people, including people of color, women, low-income residents and formerly incarcerated individuals. Include any resources available for continuing education and certification are available for those coming into the industry as well as those wanting to increase their opportunities for upward mobility within the industry through registered apprenticeship and other career pathways trainings in the region.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Include information about any MWESB-certified processing facilities used to process recyclable or compostable material. 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.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

H. Sustainable Business Practices

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling in operations, water conservation, green building practices, etc. If vehicles

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used to service Metro facilities would go beyond the 2007 diesel emissions requirement or use alternative fuels, describe that in the proposal.

- **Economy:** Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- **Community:** Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

I. Exceptions to Standard Agreement and RFP

Carefully review the Standard Agreement attached hereto as Exhibit A 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.

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 the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

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- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any proposer 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 proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

IX. EVALUATION OF PROPOSALS

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

	Percentage of Total Score
Project Work Plan/Approach	
• Demonstration of understanding of the Scope of Work	10
• Performance methodology for Scope of Work	20
Corporate Experience	
• Firm experience	10
• Similar contract experience	10
Budget/Cost Proposal	
• Projected cost/benefit of proposed work plan/approach	30
Diversity	10
• Work Force Diversity, Diversity in Contracting, Diversity of Firm	
Sustainable Business Practices	10
• Environment, Economy, Community	
	100%

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X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand Avenue, 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.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

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.



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

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Standard Public Contract - SAMPLE

METRO CONTRACT NO. XXXXXX

For Public Contracts \$50,000 & Above

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 the resulting contract(s) is anticipated to be November 1, 2012 through October 31, 2015, with the exception of the St. Johns Landfill which will have a contract start date of January 1, 2013. Metro shall have the option to renew contract(s) for two additional one year periods.

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 arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

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

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ARTICLE VI INSURANCE & BONDS

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

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

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED'S 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. Certificate of Insurance shall identify the Metro contract number.

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

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

ARTICLE VII PUBLIC CONTRACTS

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

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.

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

ARTICLE VIII MODIFICATIONS

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

ARTICLE IX QUALITY OF GOODS AND SERVICES

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

ARTICLE X OWNERSHIP OF DOCUMENTS

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

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs



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

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

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

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

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

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact 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



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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.

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 Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVI SITUS

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

ARTICLE XVII ASSIGNMENT

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

ARTICLE XVIII SEVERABILITY

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



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unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

ARTICLE XIX COUNTERPARTS

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

ARTICLE XX DELIVERY OF NOTICES

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

To Contractor: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

To Metro: Contract Manager Name
Metro
600 NE Grand Ave
Portland, Oregon 97232
503-XXX-XXXX fax

CONTRACTOR

By _____

Print Name _____

Date _____

METRO

By _____

Print Name _____

Date _____

Appendix A

Sample Monthly Reporting Template

The monthly reporting template will be finalized before the contract is signed. At a minimum, the monthly reports will contain the following data points. Weight of materials is preferred in tons wherever feasible. Reports shall be provided in electronic format using a .CSV file.

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

Appendix B

Current collection frequency and container sizes for facilities listed in this RFP

Portland Center for the Performing Arts (PCPA)

Container type/size	Material in the container	Frequency of pickup
<u>Keller Auditorium</u>		
Two 2 yd drop box	Cardboard	1-4 times a week
Three 65 gal roll carts & three 95 gal roll carts	Comingled recycling	1-4 times a week
Four 65 gal roll carts	Glass	1-4 times a week
Two 65 gal roll carts	Organics	1-4 times a week
Two 3 yd drop box	Garbage	2-6 times a week
<u>Arlene Schnitzer Concert Hall</u>		
Three 65 gal roll carts	Comingled recycling	2 times a month
Three 65 gal roll carts	Glass	2 times a month
One 2 yd drop box	Garbage	1-4 times a week
<u>Antoinette Hatfield Hall</u>		
Four 65 gallon roll carts	Comingled recycling	1-2 times a week
One 65 gal and	Glass	1 time a week
Three 65 gal roll carts	Organics	1 time a week
One 3 yd cage	Cardboard	1 time a week

Schedule considerations for PCPA: Pickup needs to occur at these facilities between 12 midnight and 7 A.M. Arlene Schnitzer Concert Hall pickups are behind a locked roll-up door. Driver must use a key to unlock the door and access garbage and recycling. All PCPA locations currently have a set weekly schedule for service based on shows that coming week. PCPA submits that schedule on Fridays for the coming week (including over the weekend). PCPA will call-in this pickup schedule no less than 24 hours in advance to schedule an additional pickup when needed.

Oregon Zoo

Container type/size	Material in the container	Frequency of pickup
Five 2 Yd dumpsters (varies with seasonality)	Organics	1-2x per wk (varies with seasonality)
Four 3 Yd dumpsters	Comingled recycling	1-2x per wk (varies with seasonality)
One 30 yd compactor	Garbage	1x per wk
One 30 yd compactor	Garbage	On Call
One 40 yd drop box	Dry waste (C&D)	On Call
One 30 yd drop box	Yard Debris (no food waste)	On Call
Two 30 yd drop box	Cardboard	On Call
One 10 yd drop box	Mixed Metals	On Call
One 20 yd drop box	Herbivore manure	Averages 1x per wk; varies with seasonality
Forty 65 gal roll carts	Glass	During concert season 30+ cans up to 2x per week. On-call in off season

Schedule considerations for the Oregon Zoo: Preferred pickup times are between 5:30 A.M. to 9:00 A.M. The hauler will have contact information for security access is needed outside of those times. The Zoo has four different pickup locations around the campus that are serviced by the hauler on a regular basis.

Oregon Convention Center

Container type/size	Material in the container	Frequency of pickup
25 Yd Compactor	Wet Waste	On call
15 Yd Compactor	Cardboard	On call
25 Yd Compactor	Comingled recycling	On call
20 Yd Compactor	Organics	Weekly
12-20 count 64-gal roll carts	Glass	Weekly
Drop box (sized as needed)	Scrap wood	On call
Drop box (sized as needed)	Yard debris	On call
Drop box (sized as needed)	Dry waste (C&D)	On call
Pallets	Bulk paper	On call
Bales	Film plastic	On call
Bales	Rigid plastic	On call
Bales	Vinyl	On call
Bales	Cardboard	On call
Bales	Styrofoam	On call
Drop box (sized as needed)	Metal	On call

Schedule considerations for the Oregon Convention Center: Sometimes the loading dock is very busy with move in/out for events, which can happen all hours of the day and night. Usually the quietest time on the dock is 2-8am and least likely to cause conflict with hauling service needs. The comingled recycling compactor is behind a gate that is sometimes locked. Access is easily made available by our 24/7 security office also located on the dock.

Portland Expo Center

Container type/size	Material in the container	Frequency of pickup
One 30-yard drop box	Garbage	On call
One 30-yd drop box	Cardboard	On call
One 30-yd covered drop box	Comingled recycling	On call
Front load receptacles and drop boxes as needed for Expo show needs Example: Up to ten 30-yd receptacles for garbage for a show event	Garbage Commingled recycling Other recycling needs based on show	On call during or at the end of a show
14 qty 64-gal roll carts	Organics	On call
21 qty 64-gal roll carts	Commingled recycling	On call

Schedule considerations for the Portland Expo Center: Operations at the Expo Center are both during busy show times and other times when there is no show. During exhibition shows, the parking lot is open for drop box pick-up and delivery. Normal hours are 7:30 A.M. to 4:00 P.M. Pickups of garbage and recycling are typically scheduled via email with a Service Request which includes detailed pickup instructions for that particular show.

Metro Regional Center

Container type/size	Material in the container	Frequency of pickup
45-60 64-gallon roll carts	Comingled recycling	Weekly
One 4-Yd front load dumpster	Garbage	Biweekly
One ½ or 1-Yd dumpster	Organics	Weekly
One 4-Yd dumpster	Cardboard	Weekly
1 Yd front load/Chute bin for paper box	Mixed paper	Weekly
Two (64-gal) roll carts	Glass	Weekly
Two (64-gal) roll cart	Rigid plastic	Quarterly as needed

Schedule considerations for the Metro Regional Center: The building is open 8:00 A.M. -5:00 P.M. Monday-Friday. Morning security is onsite at 6 a.m. weekdays.

Glendoveer Golf Course

Container type/size	Material in the container	Frequency of pickup
One 6-yard dumpster	Garbage	Twice a week
One 2-yard dumpster	Commingled recycling	Weekly

Schedule considerations for the Glendoveer Golf Course: None.

Metro Paint

Container type/size	Material in the container	Frequency of pickup
40 yard drop box (custom)	Garbage, including empty wet paint cans and buckets	2-4 times/week
5 yd dumpster	Commingled recycling	1-2 times/month
Small curbside tub	Glass	1 time/month

Schedule considerations for Metro Paint: Metro Paint has a 40-yard custom built drop box that is provided for garbage pick up. Due to wet paint, Metro Paint must store the box inside and out of the rain. The drop box is skinnier than normal to fit through the facility's roll up door and without damaging the door roller track. Since the drop box is stored inside it can't be accessed before 7:30 A.M. or returned later than 4:00 P.M. The only receptacle that is stored outside the facility is the recyclable metal drop box.

St. Johns Landfill Administration Building

Container type/size	Material in the container	Frequency of pickup
One 3-yard dumpster	Garbage	Monthly (option for additional pickups in summer months)
Two 95-gallon roll carts	Commingled recycling	Monthly
One 3-yard dumpster	Garbage	monthly; every-other-week (EOW) in summer
Two 65 or 95-gallon roll carts	Commingled recycling	monthly
65 or 95-gallon roll cart	Glass	on-call
65 or 95-gallon roll cart	Organics	weekly or EOW

Schedule considerations for the St. Johns Landfill administration building: This facility is open Monday through Friday, 7:00 a.m. to 3:30 p.m. and pickups preferably will take place during these times.

Appendix C

Metro Facility Locations

Site	Location address
Expo Center	2060 North Marine Drive Portland, OR 97217
Metro Paint	4825 N Basin Rd Portland, OR 97217
Metro Regional Center	600 NE Grand Ave. Portland, OR 97232-2736
Oregon Convention Center	777 NE Martin Luther King, Jr. Blvd. Portland, OR 97232
PCPA – Arlene Schnitzer Concert Hall	1037 SW Broadway Portland, OR 97201
PCPA – Keller Auditorium	222 SW Clay Portland, OR 97201
PCPA – Hatfield Hall	1111 SW Broadway Portland, OR 97201
Oregon Zoo	4001 SW Canyon Rd. Portland, OR 97221-9704
Glendoveer Golf Course	14015 NE Glisan Street Portland, OR 97230
St. Johns Landfill (administration and operations building for closed landfill)	9387 N. Columbia Blvd. Portland, OR 97203

Appendix D

Pricing Proposal Sheet

Any quantities indicated are estimates. Metro does not guarantee any specific amount and shall not be held responsible for any deviation. Facilities reserve the right to change, add or delete pickups, receptacles and locations. Changes shall be made at the unit prices provided in this pricing proposal sheet. Estimated pickup schedule represents typical schedule for the busier seasons at each facility.

Proposers may provide proposals on all sites, a combination of sites, or each site individually. Arlene Schnitzer Concert Hall, Keller Auditorium and Hatfield Hall are to be considered as one site.

DOWNLOADABLE EXCEL BID SHEET

Proposers: Fill in light green boxes only. Download this form in Excel format and fill in the form. Submit both print and electronic Excel versions. Do not PDF.

Site	Receptacle Quantity	Receptacle Size	Unit (eg.Yard)	Receptacle type	Material	Estimated pickup schedule	Price per Receptacle Hauled	Rebate per unit
Expo Center	1	30	Yards	Drop box	Garbage	On-Call		
	1	30	Yards	Drop box	Cardboard	On-Call		
	1	30	Yards	Drop box	Commingled recycling	On-Call		
	10	30	Yards	Drop box	Garbage - special events	On-Call		
	14	64	Gallons	Roll cart	Organics	On-Call		
	21	64	Gallons	Roll cart	Commingled recycling	On-Call		
Metro Paint	1	40	Yards	Drop box	Garbage, including empty paint cans and buckets	4x/week		
	1	5	Yards	Dumpster	Commingled recycling	2x/month		
	1	14	Gallons	Tub	Glass	Monthly		
Metro Regional Center	60	64	Gallons	Roll cart	Commingled recycling	Weekly		
	1	4	Yards	Drop box	Garbage	2x/week		
	1	1	Yards	Drop box	Organics	Weekly		
	1	4	Yards	Cage	Cardboard	Weekly		

	1	1	Yards	Drop box	Mixed paper	Weekly		
	2	64	Gallons	Roll cart	Glass	Weekly		
	2	64	Gallons	Roll cart	Rigid plastic	Weekly		
Oregon Convention Center	1	25	Yards	Compactor	Wet waste	On-Call		
	1	15	Yards	Compactor	Cardboard	On-Call		
	1	25	Yards	Compactor	Commingled recycling	On-Call		
	1	20	Yards	Compactor	Organics	Weekly		
	20	64	Gallons	Roll cart	Glass	Weekly		
	1	4	Yards	Drop box	Scrap wood	On-Call		
	1	4	Yards	Drop box	Yard debris	On-Call		
	1	4	Yards	Drop box	Dry waste (C&D waste)	On-Call		
				Bales	Bulk paper	Weekly		
				Bales	Film plastic	Weekly		
				Bales	Rigid plastic	Weekly		
				Bales	Vinyl	Weekly		
				Bales	Cardboard	Weekly		
			Bales	Styrofoam	Weekly			
				Drop box	Metal	On-Call		
PCPA – Keller Auditorium	2	2	Yards	Drop box	Cardboard	4x/week		
	3	65	Gallons	Roll cart	Commingled recycling	4x/week		
	4	65	Gallons	Roll cart	Glass	4x/week		
	2	65	Gallons	Roll cart	Organics	4x/week		
	2	3	Yards	Drop box	Garbage	6x/week		
PCPA – Arlene Schnitzer Concert Hall	3	65	Gallons	Roll cart	Commingled recycling	2x/month		
	3	65	Gallons	Roll cart	Glass	2x/month		
	1	2	Yards	Drop box	Garbage	4x/week		
PCPA – Hatfield Hall	4	65	Gallons	Roll cart	Commingled recycling	2x/week		
	1	65	Gallons	Roll cart	Glass	Weekly		
	3	65	Gallons	Roll cart	Organics	Weekly		
	1	3	Yards	Cage	Cardboard	Weekly		
Oregon Zoo	3	2	Yards	Hoppers	Organics	2x/week		

	4	3	Yards	Hoppers	Commingled recycling	Weekly		
	1	30	Yards	Compactor	Garbage	Weekly		
	1	30	Yards	Compactor	Garbage	On-call		
					Dry waste (C&D waste)	On-Call		
	1	40	Yards	Drop box	Yard debris	On-Call		
	1	30	Yards	Drop box	Cardboard	On-Call		
	2	30	Yards	Drop box	Cardboard	On-Call		
	1	10	Yards	Drop box	Metals	On-Call		
	1	20	Yards	Drop box	Herbivore manure	Weekly		
	40	65	Gallons	Roll cart	Glass	2x/week		
Glendoveer Golf Course	1	6	Yards	Drop box	Garbage	2x/week		
	1	2	Yards	Drop box	Commingled recycling	Weekly		
St. Johns Landfill (administration and operations building for closed landfill)	1	3	Yards	Drop box	Garbage	Monthly		
	2	96	Gallons	Roll cart	Commingled recycling	Monthly		
	1	3	Yards	Drop box	Garbage	2x/month		
	2	95	Gallons	Roll cart	Commingled recycling	Monthly		
	1	95	Gallons	Roll cart	Glass	On-Call		
	1	95	Gallons	Roll cart	Organics	Weekly		

Appendix E

Definitions

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

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

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

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

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

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

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

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