

Draft Request for Proposals  
to  
Operate the Metro South or Metro Central Transfer Stations

**Comments Received to Which Metro is Responding**

**RFP Section**

- *What is the proposed term of the contract?*

April 1, 2010 to March 31, 2017, with an extension at Metro's option until December 31, 2019

- *Please clarify what is meant by Metro's stated goal for the project of having material recovery levels at least twice as high as the existing recovery goal.*

The recovery level to which this refers is the current guaranteed recovery level from incoming dry waste loads. Currently, these are 15% at Metro South Station and 17% at Metro Central Station. It is a goal, not a requirement, to double these rates.

Proposers will be required to state three recovery rates they are willing to guarantee on the cost sheet during different periods of the contract. The approach provides the contractor with the opportunity to earn progressively more as recovery improves.

- *What is the level of the required performance bond?*

One million dollars (\$1,000,000.00) for each transfer station.

- *Will shaker fines be counted as recovered material?*

No.

- *Who will retain ownership of contractor-provided material recovery systems?*

As with the rolling stock, Metro will have the option of purchasing these systems from the contractor for fair market value at the conclusion of the contract.

- *Is the contractor responsible for maintenance of the mobile grapple provided by Metro?*

Yes. The contractor may, however, supply its own.

- *What will the procedures be for this contract if an economically viable and local market or outlet for a type of material ceases to exist either permanently or temporarily?*

Proposals should contain any risk-sharing arrangements desired regarding market risk. At any time during the contract term, the operator may propose modifications to the contract.

- *Is there a plan to upgrade or replace the organics area floor at MCS prior to inception of this contract?*

Not at this time. Metro will reevaluate such plans based on how the successful proposer proposes to address organics. Metro will be responsible for any upgrade or replacement of this area.

- *Is Metro willing to use the material recovery guarantee in lieu of compliance procedures for the Enhanced Dry Waste Recovery Program (EDWRP) standards?*

No; EDWRP compliance is required by the Metro Council. However, experience at the stations has shown that even at the current recovery levels, compliance with the EDWRP standards is being attained.

- *Is the proposer expected to submit a proposal for the comprehensive scope of work for each site and an additional document that explains the benefits under combined operation, or should the discussion of benefits be included within each of the proposals as a separate component?*

The former. Metro desires that stand alone proposals be submitted for each site. If a proposer wishes to propose for both, Metro requests that the advantages of awarding both be documented in a separate, third submittal labeled, "Proposal Improvements for Both".

### **Questionnaire**

- *When will the detailed definitions be released?*

When the final RFP is released. The target release date is mid-July 2009.

- *Will standards be provided for major equipment and subsystems that do not have preventative maintenance (PM) guides?*

No. It is up to the successful contractor to obtain such information or conduct preventative maintenance in accordance with standard industry practices. Metro will provide maintenance records (including detailed cost information), as well as maintenance and operating plans from the incumbent contractor to assist proposers in assessing maintenance requirements.

- *Does Metro have a minimum level for alternative energy generation proposals, and is Metro willing to share in costs?*

Metro has no minimum expectation and is willing to consider cost-sharing.

- *Will the definition of the incoming dry wastestream used in the denominator of the recovery level calculation be the same as in the current contract?*

Nearly; there is a new exception process for incoming loads which are clearly not recoverable, as described in Section 10.2 of the Specifications.

### **Maintenance Cost Excerpt**

- *What is the resolution process, should Metro exercise its right of "sole opinion" regarding whether adequate documentation of preventative maintenance has been submitted?*

A dispute resolution process will be included in the final agreement.

- *Suggest that Metro share in material recovery equipment repair costs, as it does for other equipment.*

No change. Metro believes that the contractor should be compensated for all costs associated with materials recovery through the unit charges associated with these activities, as contained on the cost sheet.

- *Are the maximums stated in section 2(b), “All other Equipment and Facilities” per occurrence? Suggestion that an annual cap be substituted if it is per occurrence.*

It is per occurrence. Metro does not wish to substitute an annual cap.

- *Add waste and stormwater pipes to the list of infrastructure exemptions contained in 2(d).*

Metro will add the underground portions of these systems to the exemptions.

- *Metro’s option to effect repairs is written such that Metro has total control over exercising its right to conduct minor, as well as major, repairs. Suggest triggers be included in language to limit the exercise of such actions.*

Metro does not anticipate exercising these rights unless the contractor’s negligence impacts or is likely to impact operations. There will be a dispute resolution process in the final contract, should the contractor disagree with Metro’s actions.

**Specifications for Metro South Station (MSS)**

- *1.0(m): Does the maintenance exception for the weighing system and scalehouses include all repair and maintenance on scalehouses?*

Yes, except for those responsibilities specifically noted under Item 23.0 (a and b) that require some cleaning and painting responsibilities.

- *5.0 Traffic Control: Are spotters expected to physically assist customers with unloading?*

No.

- *10.0(a): Does the designated materials recovery staff person have to be physically at the sites?*

Yes, when such activities are being conducted.

- *10.1: Can the source separated materials received at the depot be comingled?*

Yes.

- *10.2: Does this section imply sorting wet waste as well as dry?*

Contractor is free to sort wet waste if they wish, and count the recovered materials in the numerator for achieving the recovery guarantees and EDWRP requirements that are linked to the dry waste stream.

- *10.2: Since the contractor will not control the gate rate, how could incentives be offered to haulers to deliver high-grade loads?*

Metro could envision a rebate arrangement between the contractor and hauler. Metro will entertain proposals to post a separate gate rate for high grade loads, as the RFP currently does for additional new source-separated loads, if such loads can be adequately defined and identified at the scalehouse. Metro will entertain assisting in rebates to the haulers using the Metro billing system if it believes the contractor can show that a rebate system is fair/consistent and available to all customers.

- *12.0: Can special rates be charged to customers by the contractor for loading vehicles other than the transport contractor's, and how will this affect compaction bonus calculations.*

Contractor may not charge third parties for loading. Such loads will be excluded from compaction bonus calculations.

- *19.0: The requirement to supply additional personnel within 2 hours conflicts with Item 5.0 for traffic control that states 1 hour - which is correct?*

Two hours will be substituted under Item 5.0 and in the penalty section of the agreement.

- *20.0 Does the requirement for rubber tires apply to containers designed to be moved by a forklift?*

Only if they are going to be used in a manner that would damage facility floors.

- *23.0(e) Suggest that the requirement for mobile magnets on rolling stock be limited to wheel loaders.*

Metro agrees and will modify specifications accordingly

- *25.0: If facility limitations make permit compliance unattainable, will Metro modify the facility to achieve compliance? Can best faith efforts be substituted for "complete compliance"?*

Metro will work with the successful proposer to achieve compliance, since we believe it is dependent on how operations are conducted. Metro will not modify the compliance requirement.

- *25.0 What are the penalties for noncompliance and the required compliance levels?*

The penalties referred to are those that would be imposed by DEQ. The compliance levels are contained in the permits that will be in an appendix to the RFP. Since noncompliance with permits requirements can ultimately result in shutting down a facility, Metro will use its full array of contract compliance tools, in addition to the imposition of penalties by a regulatory authority.

### **Specifications for Metro Central Station (MCS)**

- *Will the onsite Metro Office be included in the list of buildings Metro maintains and for which janitorial service is provided?*

Yes, Metro will make this change in the documents.

- *Could you please provide accidents statistics for the current operator?*

See below:

\*NAICS Code - 562

	Central			South		
	2008	2007	2006	2008	2007	2006
OSHA Recordable Incident Rate	0	6.7	3.4	2.4	11.0	2.3
**DART Incident Rate	0	3.3	0	2.4	4.4	0

	2008	2007	2006
Workers' Compensation Experience Modification Rate	.86	.85	.87

North American Industry Classification System

\* Days away, Restricted or Transferred

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