



REVIEW DRAFT

REQUEST FOR PROPOSALS TO OPERATE METRO SOUTH OR METRO CENTRAL TRANSFER STATION

RFP # 09-1418-SWR

June 2009

Prepared by:

METRO

Parks & Environmental Services

Solid Waste Operations

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Request for Proposals to Operate the Metro South or Metro Central Transfer Station

I. Introduction

Metro is a regional government that serves 1.4 million people living in Oregon's Clackamas, Multnomah and Washington counties, and the 25 cities of the Portland metropolitan area therein. Metro is responsible for the disposal of solid waste generated within its jurisdictional boundaries, coordination of waste reduction programs in the region, and administration of the Regional Solid Waste Management Plan. Metro contracts with private firms for operation of its two solid waste transfer station. The purpose of this request for proposals is to obtain contractors to operate these stations beginning on April 1, 2010 and continuing for a period of up to seven years. Background information and copies of this request for proposals (RFP #

II. Project Background

Current Operations

Waste generated in the Metro region is collected by private hauling firms that deliver the waste to a network of six transfer stations for consolidation and for shipment to general purpose landfills. Metro owns the region's two largest transfer stations (Metro South Station and Metro Central Station), located in the southern and northern portions of the region, respectively. Other, privately-owned transfer stations are located in various parts of the region. Background information and analysis concerning the evolution of the Metro solid waste system, as well as the Regional Solid Waste System Plan and other pertinent information can be found at the project's website <http://www.oregonmetro.gov/index.cfm/go/by.web/id=29446>.

All of the waste received at the Metro South Station (MSS) and Metro Central Station (MCS) that is destined for a general purpose landfill is disposed at the Columbia Ridge Landfill, in conformance with the Waste Disposal Services Contract between Metro and Oregon Waste Systems that expires at the end of 2019. The landfill is located in Gilliam County, Oregon, approximately 150 miles east of Portland. In conformance with the Waste Transport Services Contract, Metro transports the waste via long-haul tractor-trailers to this landfill.

Waste is delivered to each Metro facility by both the general public and commercial haulers. Upon arrival at the facility, commercial haulers generally utilize automated weigh scales and receive a monthly billing from Metro. Non-franchised haulers—including some small businesses and the general public—generally pay tipping charges onsite. Metro personnel operate the on-site scalehouses. There are four scalehouses at MSS and four at MCS.

Metro establishes rates to be charged through its rate-making process. At both stations, Metro provides discounts to the general public if source separated recyclable materials accompany their refuse load. In addition, there are reduced tip fees for source separated organics (at MCS only) and for loads of source separated wood/yard debris. Metro has the ability to post reduced rates for other materials or for different types of loads based primarily on cost of service provided by the station operator.

The transfer station operator directs the unloading of the waste, removes recoverable materials for market, and then compacts and loads the residual into transfer trailers for disposal. Compactors are available at MCS and MSS to compact the waste into average payloads in excess of 30 tons, with a payload increase in the neighborhood of 10% expected after January 1, 2010 when new, larger transport trailers will be provided by Metro's Transport Services contractor.

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Transfer trailers are shuttled to and from the compactors by Metro's Waste Transport Services Contractor. At MSS, the transport contractor utilizes up to 10 spaces onsite in which full and empty trailers are staged. At MCS, the contractor stages trailers at a nearby parking lot belonging to a third party. The transport contractor is responsible for providing a trailer in a timely fashion for loading in accordance with its contract (http://www.oregonmetro.gov/files/business/91signed_walsh_contract_092808.pdf).

Each site has a hazardous waste facility (HWF) operated and staffed by Metro employees. The HWFs receive household hazardous waste from the general public. Conditionally exempt generator (CEG) waste is also received at these facilities. Metro's HWF staff also manage and process the occasional unacceptable waste inappropriately delivered to the station operator for disposal. The station operator is responsible for identifying such inappropriate waste deliveries.

Details concerning historical operating parameters such as maintenance and utility costs, payments, tonnage/transactions by customer class and rates can be found in the Appendices to this RFP.

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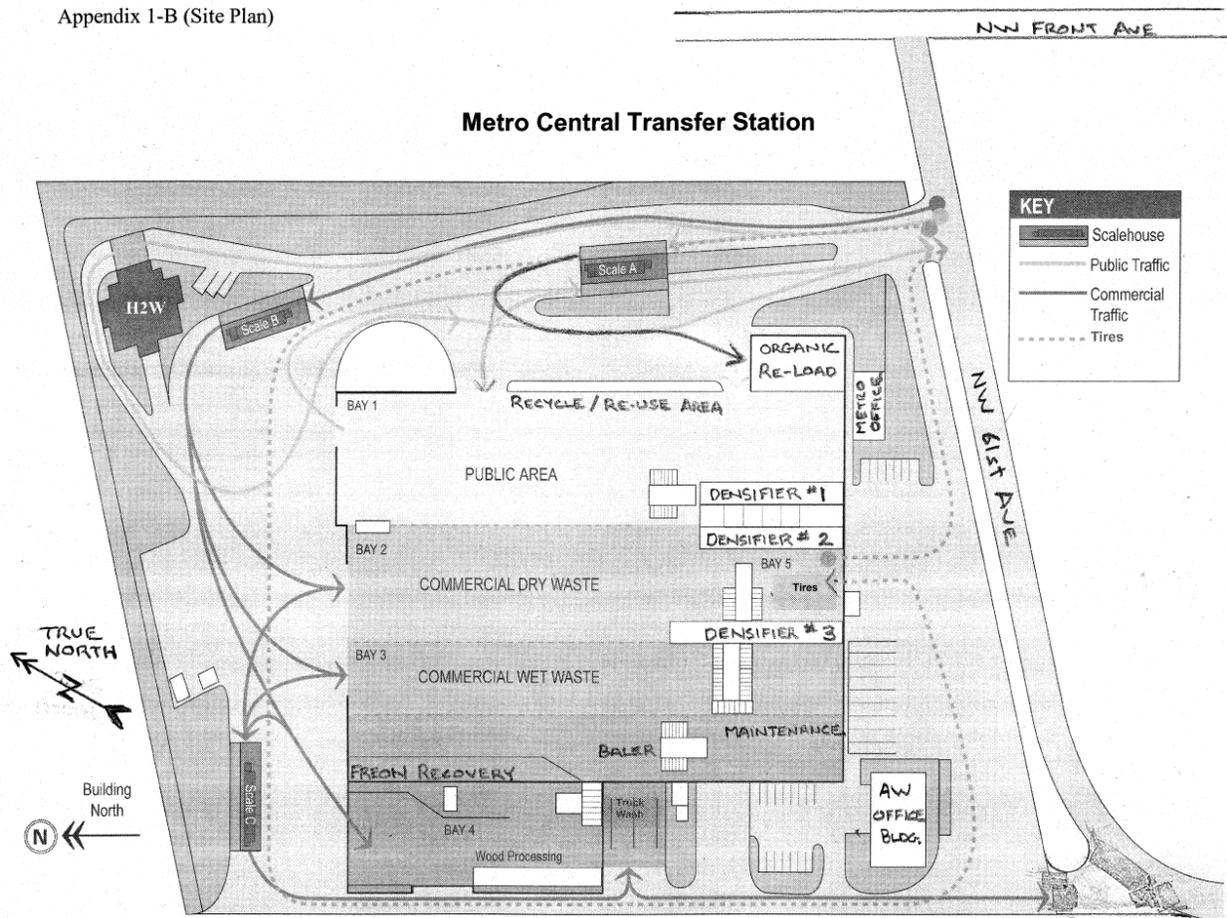
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

III. Site-Specific Characteristics¹

Metro Central Station Operations

The Metro Central Station (MCS) is on a 10.4-acre site in Northwest Portland within Multnomah County. Its address is 6161 NW 61st in Portland, Oregon, and it can be reached by taking St. Helens Rd (Hwy 30) to Kittridge Ave., left on Front, left on 61st. A location map is contained in the Appendix.

Appendix 1-B (Site Plan)



The building encloses 168,000 square feet. As shown in the figure above, there are three bays currently used for waste handling as well as a wood processing area. Each bay is equipped with a compactor. Current operations use Bay 1 for self-haul load tipping, Bay 2 for dry waste acceptance and recovery and Bay 3 for wet waste tipping from commercial haulers. Commercial traffic enters the building from the northwest. Loads on which no material recovery is to be attempted are unloaded as close as possible to the compactors, and front-end loaders push the waste onto the compactor's conveyor. A compactor operator loads the compactor, builds the load and extrudes the load into the transport contractor's trailers.

¹ Details concerning the history and physical characteristics of the facilities are contained in the "2008 Metro Master Facilities Plan", August 2008. The report can be accessed through the project website (www.oregonmetro.gov/index.cfm/go/by.web/id=29446)

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Waste delivered by public customers is currently unloaded and material recovered in the Bay 1. Bins are stationed in Bay 1 to receive source separated recyclables brought in by the public. Public traffic is generally routed in and out of the doors located on the east wall. Source separated organics is received and reloaded at the SE corner of Bay 1.

Material recovery is currently accomplished through hand sorting dry material that is stockpiled during the day. Waste is spread out and placed in a variety of containers for further processing, if necessary, prior to going to market. Processing includes baling at an onsite baler or the use of the onsite woodline.

The woodline (located west of Bay #3) is the main material recovery system illustrated by the volumes of hog fuel produced. A system to top-load trailers is part of the line.

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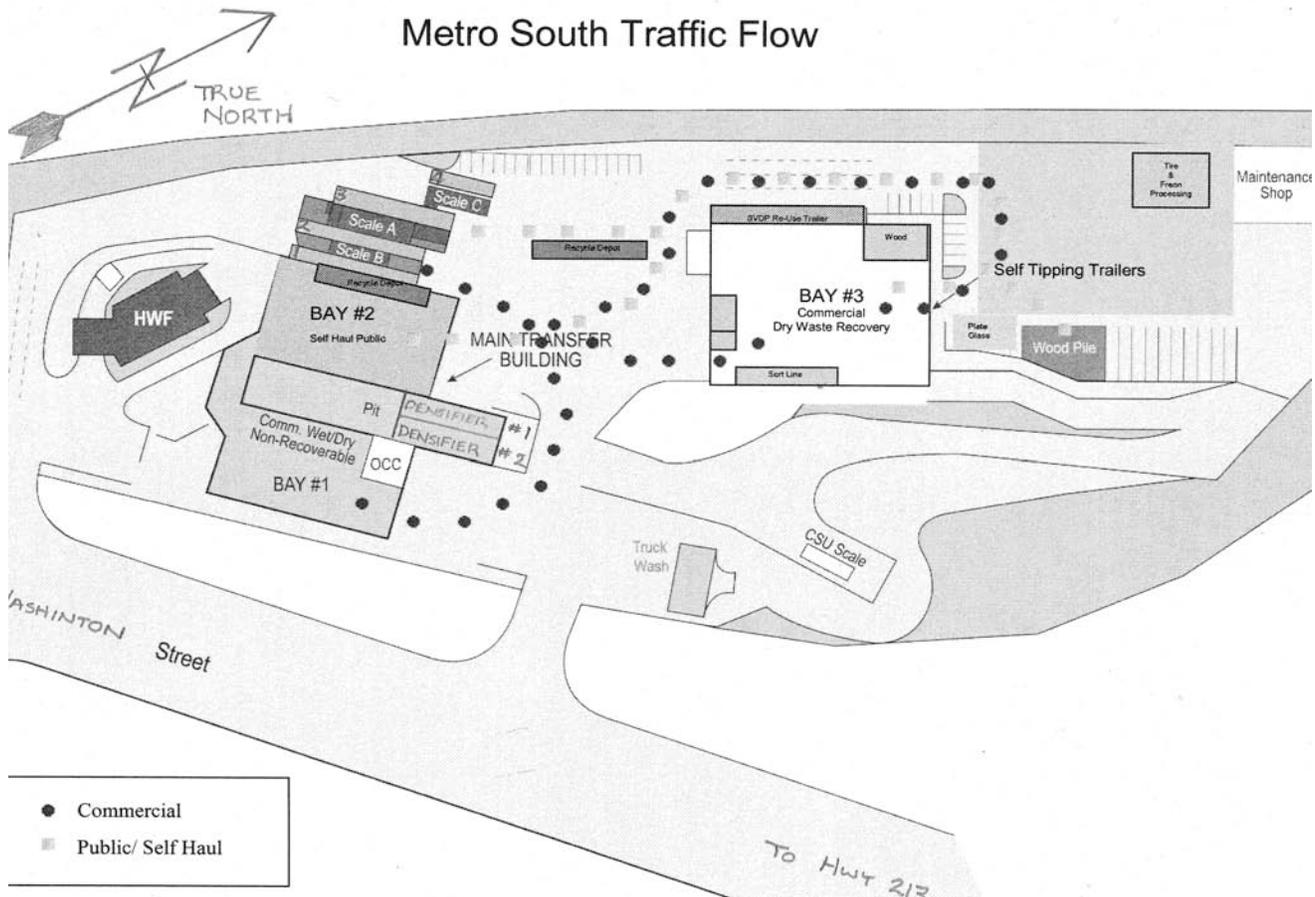
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Metro South Station Operations

The Metro South Station (MSS) is on an 11.47-acre site in Oregon City, Oregon (Clackamas County). Its address is 2001 Washington Street, in Oregon City, Oregon. It can be reached by taking the Molalla/Oregon City (Exit 10) off I-205. A location map is contained in the Appendix.

As shown in the figure below, three Bays are available for handling waste at MSS. The 34,000 square foot “Main Building” houses the contractor’s offices and facilities for staff, as well as bays labeled #1 and #2.

Historically, Bay #1 has been used to unload waste delivered by commercial customers directly into a 40-foot wide, 12-foot deep, and 200-foot long pit located between Bay #1 and Bay #2. A small extension area in Bay #1 also serves as a staging area for some source separated materials, such as cardboard, that will be put through the compactors prior to shipment to markets.



Bay #2 is currently used to serve public customers. Waste is unloaded by the customers onto the floor for later sorting to recover materials and the residual is pushed into the pit. Direct access to the pit is blocked by a barrier wall. Bins for source separated and reusable materials are also located in this area.

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Bay #3 is a 26,200 square foot stand-alone building located to the northwest of the main building. It is a flat floor design with the ability to top load trailers. Commercial dry waste loads are currently unloaded in this area for materials recovery by a combination of floor sorting and the use of a picking line owned by the current contractor. Residual from this bay is trucked to the pit in the main transfer building.

Two compactors are located at the end of the pit of the main building with openings into which the track loader operator pushes waste. The operator builds the loads with a remote control device. A compactor operator extrudes loads into the transport contractor's trailers. In addition, approximately two to three thousand tons of waste from MSS is shipped to the Marion County Waste to Energy Facility annually. This is done on an "on-call" basis, utilizing a transport contractor with payloads of approximately 24 tons.

A 5,000 square foot building is available to the contractor for equipment maintenance.

IV. Project Purpose/Goals

The purpose of this request for proposals is to obtain contracts between Metro and private firms for the operation of the Metro South and Metro Central stations. The goals for the project, as reflected in the evaluation criteria contained in this RFP, are summarized as follows:

- **Cost:** A cost-effective contract for each station that uses incentives and disincentives to achieve specific outcomes.
- **Operations and Maintenance:** Operations at each station are conducted in a safe, efficient, flexible and sustainable manner that minimizes the risk of service disruption while maximizing customer satisfaction. Metro's equipment and facilities are maintained in a manner that protects Metro's investment, and results in reliable and efficient operations.
- **Sustainability:** Operations at each station reflect Metro's sustainability goals, and consider impacts to the environment and community, as well as economic impacts. Operations also support Metro's MWESB Business programs, and ensure appropriate and safe conditions for both employees and customers.
- **Materials Recovery:** Recovery levels at least twice as high as the existing contract, with increases in the reuse share of recovered materials.

More specific aspects of Metro's goals and objectives for this project are described in the scope of services and evaluation sections of this RFP. Additional detailed requirements are contained in the proposed agreement and specifications sections of the Appendix.

V. Scope of Services Requested (The following applies to both stations unless specifically noted.)

This section of the RFP describes general aspects of the work for which Metro is soliciting proposals, and its purpose is to assist in their preparation. The section is organized, as is the RFP Questionnaire, around the criteria that will be used to evaluate proposals for this project. More specific aspects of the work can be found in the specifications and proposed agreement contained in the Appendix. It is expected that final contracts will include those requirements, as well as incorporate the Proposer's response to the Questionnaire.

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Generally, the work consists of receipt of incoming loads of materials from commercial and self-haul customers. The materials must then be managed to recover materials for reuse or recycling and shipment to markets (including composting or for energy production). Remaining material destined for disposal is compacted and loaded into the Waste Transport Contractor's transfer vehicles for disposal. Details concerning the expected flow of incoming material are contained in the Appendix.

Metro is expecting to enter into separate contracts for operation of each station based on the unique characteristics of each site. Procedures are contained in the next section for firms wishing to submit proposals to operate both stations.

The successful Proposer shall begin operations April 1, 2010 and continue through March 31, 2017. During the mid-point of this contract term, Metro and the contractors will have an opportunity to meet to revisit and possibly modify major operating parameters of the contract, based on conditions and performance at that time. A possible extension of any contracts until the end of 2019, at Metro's option, shall also be available.

Below is a description of Metro's expectations regarding the major aspects of the RFP. Information concerning current operating parameters, equipment, facilities, utility consumption and maintenance activities is contained in the Appendix.

Cost

As stated above, Metro desires a contract for each station that achieves its goals for a reasonable price. Prices being solicited fall into two categories: a fixed price for basic operation of the station, and unit prices for specific activities. It is up to the Proposer to establish how it wishes to allocate its costs amongst the categories. Metro desires to understand how the cost elements of proposals are structured to achieve outcomes. Therefore, a breakout of costs is required in that section of the Questionnaire.

Proposers may expand the list of services for which it wishes to offer unit prices. For example, the price schedule included in the Questionnaire solicits prices for reloading source separated organics into third party containers. If Proposers wish to expand services to include the transport and processing of such materials, they may do so under that section. Nontraditional services at the facilities may be proposed as described below. Proposals should document any economic benefit or cost to Metro for such activities in the cost section of the proposal.

Financial incentives and disincentives will be included in the final contract around critical parameters such as achieving material recovery goals, and maximizing payloads for the transport contractor while minimizing its wait times. The amount and conditions concerning these are included in the final Agreement.

Metro is seeking firms with the financial capability to perform the work and meet or exceed Metro's project goals. Proposers must document their financial strength in the Questionnaire, including evidence of their ability to provide required performance guarantees. Metro reserves the right to modify such guarantees (including guarantees from parent entities) should it determine it is in Metro's interest.

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Operations and Maintenance

Operations

Metro requires that operations at each station be conducted in a safe, efficient, flexible and sustainable manner that minimizes the risk of service disruption while maximizing customer satisfaction. It is also a requirement that the successful Proposer maintain Metro's equipment and facilities in a manner that protects Metro's investment, and results in reliable and efficient operations.

Metro desires that sufficient and well-trained personnel be provided for this contract to achieve a superior service level for its customers, as well as for the efficient and safe operation of the stations. While minimum staffing levels are required, staffing levels, training and operational procedures proposed must be adequate to achieve the levels of performance required by Metro and the levels of performance stated in a proposal. Metro believes current employees possess valuable insights into the operation of Metro's facilities and urges the retention of such staff as appropriate, including supervisory personnel.

The successful Proposer is required to furnish all rolling stock² to operate the station in an appropriate manner. All such equipment shall be new and suitable for the proposed use. Backup equipment must be available such that operations are not disrupted. Such equipment may be used equipment kept onsite or leased equipment available on short notice.

Safety and operational procedures must be adequate to protect both employees and customers while being coordinated in a manner to accomplish recovery goals, the timely transfer of waste and other metrics important to Metro. Plans should be submitted in the proposals that demonstrate the Proposer's ability accomplish these facets of station operation. In addition, Metro will consider proposals that increase the number or type of onsite activities that may be of benefit to the Proposer, Metro and/or its customers.

Maintenance

Metro believes that in order to achieve an acceptable performance level and to protect its investment, an adequate and regular maintenance program is required for the facilities and equipment Metro provides (particularly the compactors). Such a program will minimize the possibility of equipment downtime through both preventative maintenance and timely repair. The quality of the maintenance program proposed will be evaluated as part of the RFP process in light of these goals.

Specific aspects of the evaluation will include:

- Preventative maintenance
- Repair procedures and the use of third party contractors
- Replacement parts inventories
- Quality, type and number of maintenance personnel
- Training programs

Metro will reserve the right to undertake maintenance activities or direct the contractor to take specific actions, at contractor's expense, should the contractor fail to meet Metro's standards.

² Metro will furnish a mobile grapple for the contractor's use as listed in the Appendix.

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Sustainability

Sustainable Operations

Metro values sustainability in facility operations, and strives to be a model for sustainable business practices.³ Sustainability, as defined by Metro, means “Using, developing and protecting resources in a manner that enables people to meet current needs and provides that further generations can also meet future needs, from the joint perspective of environmental, economic, and community objectives.”⁴ To this end, Metro has adopted long-term sustainability goals for internal operations, which include reducing greenhouse gas emissions, use of toxic chemicals, solid waste, and water usage, as well as protection of habitat and biodiversity.⁵

Additionally, the Regional Solid Waste System Management Plan (RSWMP) for the Metro region contains Sustainable Operations goals. The subsequent “Regional Solid Waste System Sustainable Operations 2008-2009 Work Plan” (Plan) is intended to further the implementation of sustainable practices in the region’s solid waste system, and is intended for the region’s public and private sector solid waste service providers.⁶ As the region’s solid waste management planning agency, Metro wishes to implement the Plan’s goals at its solid waste transfer stations.

The Sustainable Operations Work Plan contains the following goals as opportunities:

1. Reduce greenhouse gas and diesel particulate air emissions.
2. Reduce stormwater runoff.
3. Reduce natural resource use.
4. Reduce use and discharge of toxic materials.
5. Adopt best practices for customer and employee health and safety.
6. Provide training and education on implementing sustainability practices.
7. Support a quality work life.
8. Employ sustainability values in seeking vendors and contractors.

Metro desires for operations of its transfer stations to be sustainable as defined by the goals above, and will partner with its operations contractors to support them in achieving this goal. Metro will evaluate the sustainable practices proposed in relation to the goals and practices referred to above.

Support Diversity Values in Seeking Suppliers, Subcontractors, and Employees

As a public agency, Metro’s minority, women and emerging small business (MWESB) program utilizes firms certified by the state of Oregon as a Minority-owned, Women-owned, or Emerging Small Businesses. Metro’s MWESB program is designed to increase access, remove barriers to participation and improve contracting opportunities. Metro encourages the involvement of MWESB firms to the maximum extent practical, in subcontracting or material supply or as part of the proposing entity for this project. For more information on Metro’s program, see Metro’s MWESB program at www.oregonmetro.gov/index.cfm/go/by.web/id=24904, or contact Angela Watkins, 503-797-1816.

³ Metro Council goals and objectives, Goal 2, “The Region’s wildlife and people thrive in a healthy urban ecosystem,” and goal 2.4, “Metro is a model for sustainable business practices.” <http://www.oregonmetro.gov/index.cfm/go/by.web/id=14521>.

⁴ Metro Council resolution 08-3931.

⁵ Metro Council resolution 03-3338, Exhibit A.

⁶ Regional Solid Waste System Sustainable Operations 2008-2009 Work Plan. http://www.oregonmetro.gov/files/planning/susopsworplan08_09.pdf

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Materials Recovery

As an integral part of the region's approach to sustainability, the recovery of materials is extremely important to Metro. Proposers will be required to guarantee three levels of recovery from the incoming dry wastestream (also known as "Recoverable Waste) around which incentives and disincentives⁷ will apply. Source separated wood and organics (at least at MCS) must also be recovered, as well as source separated materials listed by the Oregon Department of Environmental Quality (DEQ) and brought to the station by customers. Details concerning these requirements are contained in the specifications, general expectations are described below.

Dry Waste Recovery

Metro desires that the RFP result in new contracts that at least double the current guaranteed levels of recovery (15% at MSS and 17% at MCS) of the incoming dry wastestream brought to the stations by both self haul and commercial customers as that term is defined in the general conditions of the Agreement. Dry waste recovery operations must also comply with Metro's Enhanced Dry Waste Recovery Program.

The successful Proposer is responsible for preparing and transporting recovered materials to markets selected by the station operator (subject to the approval of Metro). The station operator may retain up to 100% of proceeds from the sale of recovered materials, or may propose a revenue/risk-sharing arrangement. Proposers should bear in mind that Metro is a public agency with fiduciary responsibilities to the general public. As such, Metro typically avoids undue financial risk.

Metro will permit the installation of mechanical recovery systems required, subject to its review and approval. It is expected that such systems would be funded by the Proposer; however, Metro will consider financial participation in such systems should it be deemed in its best interests. The design of any such systems or other equipment or approaches proposed will be reviewed for feasibility.

Source Separated Recovery

The successful Proposer will be required to accept source separated wood for a separate unit price as proposed on the price schedule. Proposers are responsible for preparing and marketing recovered wood.

Station operators will be required to accept source separated organic material at MCS, for which a unit price must be proposed. Metro has a contract with a third party to provide containers, transport and processing of this material that terminates at the end of 2011. The successful Proposers(s) will be required to remove unacceptable materials and then load the containers in conformance with the specifications.

proposals will be accepted to expand the level of services provided by the current station operator for source separated organics. Such proposals may include expanding the reception of material at MSS and/or the provision of transport and processing services. Any such proposal must ensure that neither operations for other material streams nor service levels for station customers are negatively impacted. Prices for such proposals should be included in the cost section and described in the recovery section.

Other Materials Recovery Services

Proposals may include unit prices for other source separated materials the Proposer wishes to receive, or services the Proposer wishes to provide. Source separated materials considered for separate pricing in the past have included roofing

⁷ The level of incentives will be based on proposals, the disincentive will be based on Metro's avoided cost of transport and disposal.

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and drywall. One example of an additional fee-based service that a Proposer may wish to provide (that has been requested in the past) is documentation for LEED certification.

Any such additional services provided by the Proposer must be available to all interested customers using the Metro facility.

VI. QUALIFICATIONS/EXPERIENCE

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 been in existence as a going concern for no fewer than three years, and possess no fewer than two years of actual operating experience in projects of a similar nature and scale.

A Proposer's experience and qualifications will be considered during the evaluation process.

VII. Project Administration

Metro's Parks and Environmental Services will administer the project and resulting contracts. The contact during the procurement phase will be Chuck Geyer, Principal Planner, (503)797-1691, chuck.geyer@oregonmetro.gov. Metro will designate a representative to administer the resulting contracts in accordance with the contract documents.

VIII. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

One (1) original and five (5) hard copies of the proposal together, with one (1) electronic copy in PDF format shall be furnished to Metro. Hard copy proposals should be double-sided, and printed on recycled-content paper with a minimum of 30% post-consumer content. Non-recycled and non-reusable bindings, section dividers or covers should be omitted. Proposals should be addressed to:

Metro- Parks and Environmental Services
Attn: Chuck Geyer, Principal Planner
600 NE Grand Avenue
Portland, OR 97232

Please mark the envelope with the name the Proposer, the name of the station for which the proposal is being submitted, and "RFP #09-1418". If proposals are being submitted for both stations and advantages to Metro are available, such advantages should be documented and submitted in a third envelope and labeled as "Proposal Improvements for Both" with the name of the Proposer and RFP number.

Proposals may also be hand delivered to Metro's front desk.

B. Proposal Deadline

Proposals are due no later than 3:00 p.m., 2009. Late proposals will not be considered.

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 that 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 Chuck Geyer. Answers to any questions which, in the opinion of Metro, warrant a written reply or addendum, will be furnished to all parties receiving this RFP. **Metro will not respond to questions after _____.**

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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.

IX. PROPOSAL CONTENTS

The proposal should contain the items and be in the order as described below.

- A. Transmittal Letter: As part of the proposal, submit a transmittal letter. The letter should provide an overview of the approach that will be used to accomplish the work. Include in the overview who is to be the contact for the project, and who in the firm has authority to sign the agreement with Metro if a contract is awarded to the firm. State that the proposal will be valid for a minimum of one hundred eighty (180) days. List other firms that will be involved in the project and describe their roles.
- B. Proposal Questionnaire: The Questionnaire is to be filled out and submitted as part of the proposal. Failure to complete the forms fully may result in the rejection of a proposal. Attachments may be included as part of the Questionnaire. The information included in the Questionnaire will be used to evaluate proposals and determine whether the proposal is responsive. Information submitted should demonstrate the ability of the Proposer to accomplish the work requested in this RFP. Please be thorough and complete.
- C. Proposal Improvements for Both: Firms may submit one proposal for each station. If a Proposer believes that it can offer Metro additional benefits if Metro contracts with it for the operation of *both* stations, then the Proposer should document such benefits and submit them separately. Documentation of such improvements should be organized by evaluation criteria and be limited to one page per criterion. Metro reserves the right to determine whether it is in its best interests to consider these improvements and how to utilize such information during the evaluation process.
- D. Exceptions and Alternative Proposal Conditions: A firm wishing to take exception to, comment on, or offer alternative approaches to any proposed terms within this RFP is encouraged to document its concerns in this part of its proposal. Exceptions, comments or alternatives should be succinct, thorough and well organized. Proposer should include any exceptions or alternative conditions they wish to substitute for Metro's proposed contractual terms as attached to this RFP. Please describe if, and how, the exception or alternatives would satisfy performance requirements and how each alternative approach would provide additional benefits to Metro. Metro is not obligated to consider exceptions raised during contract negotiation that were not raised in the Contractor's proposal.
- E. Confidentiality: This paragraph shall apply to information that the Proposer is submitting to Metro which Proposer considers to be confidential and proprietary, and which 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.**"⁸ 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

⁸ Proposers shall not identify the entire proposal "CONFIDENTIAL".

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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.

X. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract or contracts, 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, in accordance with ORS 279B.100.
- B. General Conditions/Contract: The attached bond forms, specifications and agreement are included for review prior to submitting a proposal. Any desired changes in these contract provisions should be requested and documented as an "exception" in the appropriate portion of the proposal. Consider requested exceptions carefully, as they will be considered in the evaluation of proposals. Requested exceptions that cannot be resolved will result in rejection of the proposal.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least one hundred eighty (180) 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: All persons or entities filing a proposal thereby certify that neither Metro, nor any of its officers, agents or employees, has a pecuniary interest in the 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; and the Proposer is competing solely on 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, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. 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. Use of Recycled Products: When purchasing products or procuring services, Metro gives preference to materials and supplies manufactured from recycled materials, as described in Metro Code section 2.04.520(b). Vendors shall use recycled and recyclable materials and products to the maximum extent economically feasible in the performance of contract work set forth in this RFP.

XI. EVALUATION OF PROPOSALS

- A. Evaluation Process: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will be conducted by an evaluation committee using the evaluation criteria identified in the following section. The evaluation committee will also use any background or reference information gathered as part of the evaluation process. The interpretation and application of the evaluation criteria is at the sole discretion of the evaluation committee. If the committee believes that information contained in any proposal is inaccurate, the

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committee reserves the right, after requesting clarification from the Proposer, to adjust the data for purposes of evaluation, or to reject the proposal as nonresponsive.

The evaluation committee will rank proposals based on the weighted evaluation criteria described below. Interviews with the top ranked firm or firms for each station may be conducted at Metro's sole discretion.

B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP. Additional information:

1. Cost **25 points**

- a. Total cost of the proposal based on fixed and unit costs submitted, as well as any risk sharing arrangements proposed. (20 points)
- b. Financial capability of the Proposer to meet contractual responsibilities. (5 points)

2. Operations and Maintenance **30 points**

Points will be allocated based on how well the proposed approaches will accomplish Metro's goals and satisfy requirements contained in the Scope of Services, Specifications and relevant portions of the General Conditions. Specific aspects of the proposals that will be examined for allocating points include:

- a. *Personnel*
 - Meeting or exceeding the minimum requirements
 - The experience and quality of key personnel in key areas of the operations
 - Whether current non-management employees are proposed to be retained
- b. *Equipment*
 - The type and amount of equipment proposed
 - Whether the equipment matches the proposed use
 - The quality of the equipment
 - Availability of backup equipment
- c. *Operations Plan*
 - Efficiency of proposed approach to move waste through the facility
 - Effectiveness of materials recovery plan and impact on efficiency of operations
 - Maximizing the production and weights of payloads for transfer
 - Proposed performance measures, and written plans to utilize them to gain efficiency, improve service and increase recovery
- d. *Maintenance Plan*
 - Maintenance schedule for equipment and facilities
 - Tracking system proposed, including chain of documentation
 - Amount of resources proposed for maintenance
- e. *Safety and Training Program*
 - Compliance with Metro's Transfer Station Contractor's Procedures Manual
 - Proposed safety training program
 - Experience of designated safety personnel
 - Proposed onsite safety procedures and safeguards
 - Responses to Safety Qualification Questionnaire
- f. *Environmental Practices*
 - Operation/maintenance of the station in a manner which minimizes environmental impacts on employees, customers and the surrounding community

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- Operation/maintenance of the station that achieves or exceeds compliance with permit requirements
- g. *New Activities*
 - Extent to which proposed activities benefit Metro or its customers
 - Impact on transfer and recovery operations

3. Sustainable Practices

20 points

- a. Metro will examine the extent to which the equipment and operational practices proposed help achieve Metro's sustainable operations goals. Sustainable practices contained in the Sustainable Operations 2008-2009 Work Plan contained in Metro's RSWMP (some of which are included below) will serve as a guide during evaluation. (15 points)
- 1) Reduce greenhouse gas and diesel particulate air emissions
 - Use of diesel particulate filters or LNG/electric- powered vehicles
 - Extent of usage of biodiesel
 - Idling reduction policies
 - 2) Reduce stormwater runoff (responsibilities for permit compliance are contained in the specifications; compliance practices will be evaluated under the operations criterion)
 - Practices to minimize runoff through use of existing mitigation/harvesting systems
 - Any additional harvesting/mitigation practices proposed
 - 3) Reduce natural resource use
 - Operational and maintenance energy reduction practices
 - Administrative energy reduction practices
 - Onsite power generation proposed
 - Water-saving programs, such as equipment upgrades, reuse/rainwater harvesting
 - Building to LEED standards when possible
 - 4) Reduce use and discharge of toxic materials
 - Inventory of toxic/non-toxic materials proposed for use at the stations
 - Policy for phase out and reduction of toxic materials
 - 5) Adopt best practices for customer and employee health and safety.
 - Extent of focus on zero tolerance policy for accidents
 - Routine monitoring, procedures and training to minimize exposure to dust and other pollutants
 - 6) Provide training and education on implementing sustainability practices
 - Ensuring orientation materials stress sustainable goals and practices
 - Supervisors and other key personnel versed in Metro's sustainable policies
 - Ongoing training
 - 7) Support a quality work life
 - Wage and benefit package
 - Training/educational opportunities
 - Promote community service during work hours
 - 8) Employ sustainability values in seeking vendors and contractors
 - Developing sustainability guidelines and checklists for purchasing
 - Supporting local vendors and contractors who employ sustainability practices
 - Utilizing local markets for recovered materials
 - Use of markets that create highest and best use products

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b. *Diversity in Employment and Contracting*- Metro will also evaluate the use of minority, women and emerging small businesses (MWESB) per program requirements contained in Metro Code provisions 2.04.100. The following factors will be examined during evaluation. (5 points)

- 1) Extent to which the Proposer can demonstrate measurable steps taken to promote MWESB participation on past projects
- 2) Proposing firm is certified as an MBE, WBE or ESB by the State of Oregon, and/or sub-consultants they are utilizing are certified
- 3) Proposer's policies and practices with regard to workforce diversity

4. Materials Recovery

25 points

a. Dry Waste Recovery- Proposers must submit a percentage recovery rate from the incoming dry wastestream for each of three tiers. Incentives and disincentives will be structured around achieving the rate. Metro will evaluate the Proposer's dry waste recovery rate considering the following factors:

- 1) Transition time from start of contract to full implementation
- 2) Feasibility of proposed recovery operations
- 3) Recovery guarantee level in relation to Metro's goals and other proposals
- 4) Compliance with Metro's Enhanced Dry Waste Recovery Program
- 5) Effect on the level of service to customers and transport contractor

b. Source Separated Recovery

- 1) Whether additional source separated materials are proposed for acceptance
- 2) Improvements to the existing organics program
- 3) New materials recovery services such as LEED documentation for select customers
- 4) Impact on other onsite activities

XII. SIMULTANEOUS NEGOTIATING PROCESS

A negotiating committee will meet with the evaluation committee and review the results of the evaluation process. Based on the quality of the proposals received, a short list of Proposers may be selected for further consideration by the negotiating committee. Metro reserves the right to request supplemental information from the short-listed Proposers.

Metro will conduct interviews/oral presentations with short-listed Proposers if deemed necessary. During the interviews/oral presentations, specific aspects of the project and elements of each of the Proposer's offer will be discussed as appropriate. Metro reserves the right to request best and final offers (BAFO) from some or all of the short-listed firms, including additional performance and financial guarantees, such as guarantees from parent companies. In the event negotiations are unsuccessful with the short-listed firms, Metro may enter into negotiations with firms not originally short-listed.

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Based on the results of the proposal evaluation and negotiation process, and consistent with the criteria listed in the RFP, Metro will make its contract award recommendation(s).

XIII. CONTRACT AWARD

In accordance with state law and Metro Code, contract awards will be made to the firms submitting the most advantageous proposals. This determination will be made solely by Metro and in accordance with the criteria listed in the RFP.

XIV. APPEAL OF CONTRACT AWARD

Aggrieved Proposers who wish to appeal the award of contracts 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 the Metro Procurement Officer, 600 NE Grand, Portland, OR 97232 and must state the specific deviation of rule, law, or procedure upon which the appeal is based. Any disagreement with the judgment exercised by the evaluation committee is not a basis for appeal.

Upon receipt of an appeal, the Procurement Officer will notify the Parks and Environmental Services Director and the Chief Operating Officer. Within ten (10) days of receipt of the appeal, Metro will issue its notice of rejection or acceptance of the appeal. The appellant may appeal the decision to the Metro Council, acting as the agency's local public contract review board. Such appeals must be received within five (5) working days from the postmarked date of the appeal response. The appeal will be considered by the Metro Council, whose decision on the matter shall be considered final.

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Appendices:

- Forms
 - Proposer's Cost Sheet
 - Questionnaire
 - Performance and Labor and Materials Bond Forms (Not included in Review Draft)
 - Example Surety Letter to accompany proposals (Not included in Review Draft)

- Proposed Agreement
 - Agreement containing general contractual conditions (Only the section addressing maintenance costs arrangements is included for review)
 - Specifications for Metro South Station
 - Specifications for Metro Central Station

- Technical Appendix

PROPOSER'S COST SHEET

Metro Central Station

Metro South Station

(Circle one)

(all prices effective April 1, 2010)

1. Annual fixed charge \$ _____ per year
(payable monthly)
2. Price inflation factor (a percentage of the CPI) _____ %
3. Recovery guarantees (as a percentage of all dry waste)
 - Tier 1 (years 1 & 2) _____ %
 - Tier 2 (years 3 & 4) _____ %
 - Tier 3 (after year 4) _____ %

Unit Charges

Mixed Waste

4. Wet waste (Acceptable Waste, less Recoverable Waste) \$ _____ per ton
5. Dry Waste ("Recoverable Waste" in General Conditions) \$ _____ per ton
6. Recyclable material incentives
 - Tier 1 \$ _____ per ton
 - Tier 2 \$ _____ per ton
 - Tier 3 \$ _____ per ton

Source-separated Recyclables

7. Yard debris/wood \$ _____ per ton
8. Organic food waste* \$ _____ per ton
(*loading only; Metro currently delivers organics to market)
9. Additional organics services (specify): \$ _____ per ton

Other source-separated material:

10. _____ \$ _____ per ton

Expected annual tonnage: _____

(see next page to propose additional services)

11. Specify any other entrepreneurial activities that you propose, and the cost or revenue to Metro, such as for certification of LEED loads:

12. Revenue or risk sharing: Describe clearly the benefits/costs to Metro of any cost/revenue sharing arrangement you wish to propose (use additional pages as needed) .

PROPOSAL QUESTIONNAIRE

RFP # 09-1418

PROPOSAL QUESTIONNAIRE

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

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

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

Use of Attachments

Schedules, resumes, reports, diagrams, and other forms of information may be used as attachments, provided that the information provided by the Proposer in response to this questionnaire clearly references the attachments. The purpose of this questionnaire and any attachments is to supply information about the Proposer to Metro so that Metro may evaluate the proposal⁹.

Please list the station for which the proposal is being submitted: _____

⁹ Confidentiality- See Section VIII (E) of the RFP for any materials proposers' desire to remain confidential.

ORGANIZATIONAL INFORMATION

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

EXPERIENCE/QUALIFICATIONS

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

COST PROPOSAL

There are two main elements to the cost proposal: 1) total costs, and 2) financial capability. Total costs include an annual fixed charge plus unit charges for numerous activities and waste types. Please fill out completely the attached Proposer's Cost Sheet, and provide answers to associated questions below. Proposed costs should be effective April 1, 2010. Clarification of the items on the attached Proposer's Cost follows:

Total Costs

1. The annual fixed charge should represent your fixed operating costs based on the open-door hours noted in the specifications for the appropriate station. Please describe on what you base your proposed annual fixed charge; e.g., the amount of direct costs (specify if for equipment, staffing, maintenance, etc.) and indirect costs (e.g., general and administrative) included in your proposed fixed charge, including estimated costs for major items, such as recovery systems and major rolling stock. Metro may use this information in the future to better align its cost recovery (i.e., tip fees) with payments to the Contractor.
2. The price inflation factor is the percentage of the All Urban - West Size Class A consumer price index by which your prices will be adjusted annually, beginning July 1, 2010.
3. The three tiers of recovery guarantee will commit the Contractor to recover and deliver to markets the proposed percentages of Recoverable Waste according to the schedule specified herein. The Tier 1 guarantee will be binding for two years, beginning July 1, 2010; Tier 2 will be binding for two years, beginning July 1, 2012; and the Tier 3 guarantee will be binding for the remainder of the contract. Recovery percentages will be measured on a three-month rolling average. Financial incentives (see Question #6) will apply when guarantees are met or exceeded; disincentives will apply if Contractor fails to meet the guarantees.

Unit Charges

4. The per-ton charge you propose for the acceptance and transfer of Acceptable Waste that is not Recoverable Waste as defined in the General Conditions. This type of waste is commonly referred to as "wet" waste.
5. The per-ton charge you propose for the acceptance and handling of Recoverable Waste as defined in the General Conditions. This type of waste is commonly referred to as "dry" waste.
6. The recyclable material incentives represent the per-ton payments you wish to receive from Metro for each ton of recyclable material that you recover from Acceptable Waste and deliver to market pursuant to the three tiers of recovery you guaranteed in Question 3. The Tier 1 incentive will apply to all tons recovered to reach the Tier 1 percentage guarantee; the Tier 2 incentive will apply to all tons recovered in excess of the Tier 1 guarantee, up to the Tier 2 guarantee; the Tier 3 incentive will apply to all tons recovered in excess of the Tier 2 guarantee.
- 7.-10. Source-separated recyclables: Propose unit prices for each of the specific source-separated waste types listed on the Proposer's Cost Sheet, plus any others for which you wish to propose a separate charge. Include the expected annual tonnage. Describe and specify your proposed price for any organics services beyond reload (e.g., for transport and tipping).
11. If you propose any other fee-based services, describe them and clearly specify the variable and/or fixed charge you propose for those services.

12. Revenue or risk sharing: It is the Contractor's responsibility to deliver recovered materials to market. Metro is willing to let the successful proposer retain up to 100% of the net revenue from recyclable material sales. Describe any revenue or risk sharing you wish to propose (e.g., on recyclable materials sales, energy costs, etc.). If you are proposing no revenue or risk sharing, please state that clearly. If you are proposing a revenue or risk sharing arrangement, please describe it clearly and provide a thorough analysis of the expected and maximum financial benefits and risk(s) to Metro. Specify all assumptions, and use additional sheets if necessary.

Financial Capability

For the purpose of determining proposers' financial ability to provide undiminished service over the entire term of the contract, Metro will conduct an assessment of the financial capability of proposing companies, including, but not limited to, an assessment of each company's recent performance, short-term liquidity, and long-term solvency.

13. Please provide the three most recent years' financial statements for the entity or entities who will guarantee execution of the services outlined in this RFP. In the case of a joint venture or general partnership of more than one company, please submit such statements for each joint venture party or general partner. Financial statements should be audited or, if audited financials are not available, then independently reviewed by a certified public accountant. You may submit such additional information and supporting documentation as you deem adequate to demonstrate the financial capability of your company.

The completeness of the information you submit, its veracity, and the extent to which it has been independently verified will impact Metro's judgment of financial risk.

14. Pursuant to the General Conditions, the successful proposer will be required to supply Metro with a Performance and Labor and Materials Bond or Letter of Credit. Please submit a letter from your surety company or bank indicating its assurance that if you are awarded the contract, your surety company or bank will provide the necessary bonding. A sample letter is attached.

OPERATIONS AND MAINTENANCE PLAN

1. Please prepare an operations and maintenance plan that describes the elements below. Provide enough detailed information of personnel, practices/procedures and equipment for Metro to determine how you will accomplish the work for which a proposal is being submitted. Divide the operations plan being submitted into the sections as presented below.

Mobilization Plan

- Provide a time line with critical path items described, beginning with contract award
- Provide the name and title of the contact for the contract during mobilization and the key personnel and their roles
- Describe when and how you propose to inspect the facility and assess its condition as part of the transition

Waste Acceptance

- Show/describe your proposed flow of traffic to and from tipping areas
- Show/describe the intended use of each area within and around the facility and which customer types will utilize a particular area for a particular activity
- What are your proposed waste screening routines to prevent unacceptable waste from being received, include the number and type of personnel proposed
- How will the spotting of loads/traffic control be conducted, include the number of personnel, training and procedures
- How will the tipping of waste be conducted/monitored
- Show/describe the flow of material through the facility by type of material (i.e., public/commercial, dry/wet, recoverable/non-recoverable or however you plan to designate material to operate the facility)

Reload Plan for Waste

- Staging of material for reload (for both the residual from recovery and waste directly unloaded for disposal)
- Conveyor or hopper loading procedures, including personnel roles and responsibilities
- Compaction procedures, including personnel roles and responsibilities
- Trailer inspection procedures and forms
- Trailer loading procedures including load extrusion, monitoring, cleanup, seal installation and log procedures

Management of Special, Hazardous and Unacceptable Wastes

- Load check program
- Special waste documentation procedures
- Rejection notification to haulers and Metro
- Waste isolation or holding plan
- Cleanup activities

Permit Compliance

- Testing procedures and schedule for permit compliance
- Describe in detail your plan to prevent storm water discharge contamination
- Describe in detail your plan to prevent waste water discharge contamination
- Describe the steps you will take to monitor compliance and improve ongoing results
- Communications/reporting between regulators, Metro and onsite personnel

Facility Cleaning Activities

- Describe building interior cleaning procedures and their schedule
- Building exterior procedures and schedule
- Wash rack procedures and schedules
- Driveways, pavement
- Landscape areas maintenance and schedule

Hazard or Nuisance Mitigation

Describe how you plan to minimize the following nuisances and achieve compliance with regulatory requirements

- Dust
- Odor
- Pests
- Noise
- Litter

Staffing Plan

Provide a staffing plan that shows the following elements and contains the following information:

- Staffing plan showing what and how many positions will be where and at what time of day/week
- Management resumes of key personnel
- Hierarchy/organizational chart
- Describe how fluctuations in activity/waste flow will be accommodated
- Schedules by position
- FTEs
- Position descriptions
- Training specifications for each position
- Express discussion concerning dedicated positions vs. dual role positions
- Location of support activities and supporting documentation
- Replacements for vacations/illness/trainings

Equipment and Equipment Maintenance

Describe in detail your approach to maintenance on the equipment, buildings, and grounds during the life of the contract. Please distinguish between Contractor-supplied and Metro-supplied items as appropriate. Also address the following detailed items:

Maintenance Staffing

- Number of FTEs, by job title
- Schedules and a description of how the maintenance program will fit into the organization schedules of waste recovery and processing
- Experience of key personnel
- Skill sets required by job title
- A description of when and how the proposer intends to use external service providers to handle preventative or repair-related maintenance
- Indicate any positions and equipment that will be shared with the proposer's other facilities or activities that may reduce the time working under this contract

Maintenance Plan - General

- Forms.
- Schedule. Please provide a complete annual schedule of preventative maintenance activities, including Metro fixed and mobile equipment. The schedule should include a simple description of each piece of equipment, description of the maintenance task, anticipated time for the task (man hours) and the milestone by which the work will be determined (such as run time hours), and the date the work will occur. This description should be thorough enough for the evaluator to be able to determine whether the proposer has sufficient understanding of maintenance (planned and non-planned) to ensure Metro's interests are maintained.
- Reporting. Propose a reporting method under which the proposer will monitor its internal activities for expenses, and successes during the course of the contract.
- Documentation. Provide specific examples for a piece of rolling stock, HVAC unit, and building structure using the system(s) you intend to use during the course of this contract (including Metro-owned equipment and buildings, as well as contractor provided equipment/rolling stock). The system must be readily available to query by piece of equipment, building, and/or location to provide proof of proper preventative maintenance sufficient to cover potential warranty disputes, and readily available to Metro for cost sharing/reimbursement requests.
- Provide an evaluation decision/flow chart indicating when a piece of equipment would be replaced vs. repaired, and how it will be used during the course of the contract.
- Describe your commitment to keep Metro facilities and equipment in proper working condition and coordinating that effort with Metro.

Preventative maintenance plan (equipment, facility, grounds)

- Provide a complete schedule that includes preventative maintenance for each major piece of equipment, and sub systems (such as roof fans) and whether the work will be provided by your staff or a sub-contractor.
- Describe your testing regimen that ensures the critical facility will remain operational during the course of this contract.

Miscellaneous- Describe how the following elements will be accomplished, what resources will be subcontracted, and when:

Equipment

Rolling stock

- Proposed equipment and its intended use; include year, make/model and whether new or used
- Replacement or backup equipment plan and onsite time lags

General Contingency Plans:

Describe how your plan to deal with the following:

- Site communications
- External communications
- Work stoppages
- Inclement weather
- Equipment failure
- Power failure
- Earthquake
- Onsite security

Emergency Action Plan/Safety

Describe how you will comply with the requirements of Specification:

- Load Check Program
 - Management of Special, Hazardous and Unacceptable Waste (including Medical Waste Acceptance Procedures)
 - Role of the contractor during an emergency
 - Evacuation plan
 - Initial assessment
 - Spill response/control procedures
 - Training
 - Emergency call list/reporting
 - Accident/Incident prevention
 - Safety committee
 - Accident/Incident investigation
 - Reporting
2. What performance measures would you implement to ensure efficient operations, quality customer service, an effective maintenance program, and optimal recovery levels?
- What would you measure, and how?
 - How would you establish baselines?
 - How would you use this information to improve?
 - How often would you calculate of measure the activity
3. Please provide the following safety information.

CONTRACTOR SAFETY QUALIFICATION QUESTIONNAIRE

Company Name:	
Mailing Address:	
Name & Title of Highest Ranking Safety Professional:	
Telephone:	Fax:
Total # of full time employees:	Total # of part time employees:
Who maintains the OSHA 300 log?	

OSHA 300 SAFETY INFORMATION [HTTP://WWW.OSHA.GOV/RECORDKEEPING/INDEX.HTML](http://www.osha.gov/recordkeeping/index.html)

<u>ENTIRE COMPANY</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Recordable Injury/Illness Cases (TCIR) <i>(total of columns G through J on 300 log)</i>	_____	_____	_____
Days Away Injury/Illness Cases (DAFWII) <i>(total of column H on 300 log)</i>	_____	_____	_____
Days Away, Restricted & Transfer Cases (DART) <i>(total of columns H & I on 300 log)</i>	_____	_____	_____
Number of Fatalities <i>(total of column G on 300 log)</i>	_____	_____	_____
Days away from work <i>(total of column K on 300 log)</i>	_____	_____	_____
Days on job transfer or restriction <i>(total of column L on 300 log)</i>	_____	_____	_____
1Total Case Incident Rate <i>(use formula below)</i>	_____	_____	_____
1DAFWII Rate <i>(use formula below)</i>	_____	_____	_____
1DART Rate <i>(use formula below)</i>	_____	_____	_____
Total Hours Worked by All Employees	_____	_____	_____
<u>BRANCH/LOCAL OFFICE</u> (to perform work for Metro)	<u>2006</u>	<u>2007</u>	<u>2008</u>
Recordable Injury/Illness Cases (TCIR) <i>(total of columns G through J on 300 log)</i>	_____	_____	_____
Days Away Injury/Illness Cases (DAFWII) <i>(total of column H on 300 log)</i>	_____	_____	_____
Days Away, Restricted & Transfer Cases (DART) <i>(total of columns H & I on 300 log)</i>	_____	_____	_____
Number of Fatalities <i>(total of column G on 300 log)</i>	_____	_____	_____
Days away from work <i>(total of column K on 300 log)</i>	_____	_____	_____
Days on job transfer or restriction <i>(total of column L on 300 log)</i>	_____	_____	_____
1Total Case Incident Rate <i>(use formula below)</i>	_____	_____	_____
1DAFWII Rate <i>(use formula below)</i>	_____	_____	_____
1DART Rate <i>(use formula below)</i>	_____	_____	_____
Total Hours Worked by All Employees	_____	_____	_____

1 Formula: # of cases x 200,000 / Total Hours Worked by all employees

DAFWII - Days Away From Work Injury and Illness Rate (formerly called Lost Time Incident Rate)

DART – Days Away Restricted Transfer Time Rate (all cases except medical only)

EXPERIENCE MODIFICATION RATE (EMR)

List workers' compensation Experience Modification Rate for the most recent 3 years and include documentation.

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Corporate:	_____	_____	_____
Local:	_____	_____	_____

OSHA CITATIONS

Has your company received any OSHA citations in the last 3 years?

If yes, please attach copies.

Yes No

SAFETY GOALS AND OBJECTIVES

Do you have corporate safety goals and objectives? **Please provide as attachment.**

Yes No

Do you have a written occupational safety and health program/manual?

Please attach only the Table of Contents indicating section titles and page numbers.

Yes No

Do you have a written Hazard Communication Program?

Please provide as attachment.

Yes No

SUSTAINABLE OPERATIONS QUESTIONS

Please describe the specific programs and practices your firm would propose to achieve Metro's goals for sustainable operations of its transfer stations. If equipment or facility modifications are proposed, please describe your expectations regarding Metro's financial contribution.

1. Reduce greenhouse gas emissions from the transfer station.

Please describe how you will help Metro to achieve its goal of zero net greenhouse gas emissions from the transfer station by 2025. Note that the winning proposer will be required to purchase renewable electricity from the utility, as well as utilize a minimum of B5 biodiesel for diesel equipment. Include in your description:

- a. Your approach for preparation of an energy efficiency plan for the transfer station and an estimate of potential energy savings (by kWh) that would result. Please include:
 - Specific actions that would reduce consumption of electricity¹⁰ at the facility
 - Operational and/or schedule changes proposed, including whether such changes would require exceptions to requirements or affect the loading of waste
 - Suggested changes to existing stationary equipment or electrical systems
- b. Any plans to install onsite renewable power.
 - Provide a physical description of the proposed installation and power type
 - Provide an estimate of the amount of energy that would be generated
 - Proposed financial arrangements, including how the Oregon Business Energy Tax Credit would be utilized, as well as any third-party investments proposed
- c. Estimate the anticipated reduction in greenhouse gas emissions that would result from proposed sustainable practices. You may include emissions reductions from other operations described below.¹¹
- d. The extent of the use of biofuels and/or alternative fuel vehicles (AFV's) to be used on site, Please specify:
 - The percentage of biofuel to traditional fuel mix ratio
 - The source of the biofuels (ex. Soy, corn, waste oil, etc.)
 - A detailed description of any AFV's proposed for use on site

2. Reduce diesel particulate matter (PM) and nitrous oxide (NOx) air pollution emissions.

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

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

¹⁰ Note: The successful proposer will be responsible for electrical purchases that shall be from wind sources of generation.

¹¹ We recommend the ICLEI Local Government Operations Protocol for the quantification and reporting of greenhouse gas emissions inventories, <http://www.icleiusa.org/action-center/tools/lgo-protocol-1>.

3. Reduce use of water and other natural resources.

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

- a. What practices do you propose to minimize the consumption of water and the quantity of stormwater runoff from the site?
- b. Describe proposed stormwater mitigation practices, including changes proposed to equipment, water systems or operations.
- c. What recycling programs will be implemented to comply with/exceed Metro business recycling requirements (www.recycleatwork.com/whatsrequired)?
- d. Which level of LEED certification will be attained for construction projects and renovations over 10,000 square feet?

4. Reduce use and discharge of toxic materials.

Please describe how you would create and implement a plan for toxics reduction, including:

- a. *Elimination of Persistent Bioaccumulative Toxics (PBTs)¹² from operations and from manufacture of products used onsite;*
- b. Use cleaning supplies that are certified by Green Seal under the standard for Industrial and Institutional Cleaners, (GS-37).¹³
- c. Utilization of least-toxic maintenance products, including solvents and solvent recycling, less toxic and/or biodegradable lubricants and hydraulic oils.

5. Adopt best practices for customer and employee health and safety.

- a. Does your firm have a zero tolerance safety policy? If so, please attach. If not, describe alternative policy.
- b. Please describe how respirable and non-respirable dust will be monitored and managed?
 - Are there goals established for this pollutant other than those required by law?
- c. What other aspects facility operations will you monitor to determine environmental impacts and how will they be managed?
 - Please list the specific pollutant
 - The standard or goal you wish to achieve
 - The management practice to achieve the goal
- d. Will you utilize an environmental management system such as ISO 14000 to track progress, and how will results be reported to Metro?

6. Provide Training and Education on Implementing Sustainability Practices.

Describe how you will educate your staff on implementing sustainable practices, how they will be engaged in sustainable operations implementation and the method by which potential improvements would be invited from non-supervisory staff.

¹² Persistent Bioaccumulative Toxics (PBT) website, U.S. Environmental Protection Agency. <http://www.epa.gov/pbt/>

¹³ Green Seal standard GS-37, www.greenseal.org/findaproduct/i&icleaners.cfm.

7. Support a Quality Work Life for Employees.

- a. Describe the wage and benefit package that will be offered to employees. Please include:
 - Wage scales for all employees, including trainee and probationary, entry level, journey level, and supervisory. Wages can be listed either hourly or as a monthly salary. Please show the range of wages for each position and any time frame necessary for advancement in wages. Also include your practices and policies regarding annual cost of living adjustments (COLA) to employee wages.
 - Details of the healthcare program available to employees. All services covered are to be included (medical, dental, prescriptions, emergency, preventive care etc.), as well as the out-of-pocket and deductible amounts. Employee contribution amounts (if any) for themselves and family members and/or partners must be included.
 - All other employee benefits are to be included. These include but are not limited to policies on vacation/sick leave in days per year, pension (include company contribution), life/short and long term disability insurance, profit sharing, childcare, health club membership, use of company vehicle, public transportation passes, etc.
- b. Describe training and educational opportunities available to employees, such as ESL or life skills classes that will be made available. Please include:
 - Whether training and education would be available during the workday
 - How such programs would be provided and paid for
- c. What community services would be offered by the firm and employees?
 - What measurements will be used to gauge effectiveness?
 - Will employees be able to participate during work hours?

8. Support Sustainability Values in Seeking Vendors and Contractors.

- a. Describe how you will craft a sustainable procurement policy for supply and material purchases. Please include:
 - Plan for purchase of post-consumer recycled content products such as paper products, tires, and motor oil
 - How you will track and report such purchases to Metro
- b. How will you support vendors and contractors who employ sustainability practices?

9. Support Diversity in Employment and Contracting.

- a. Provide a description of your firm's experience in promoting participation on the part of MWESB firms as subcontractors, consultants, or suppliers. Describe innovative or successful measures your firm has employed on prior projects and how MWESB firms will be used on this project.
- b. Include certification numbers for MBE, WBE or ESB certifications by prime contractor and any subcontractors or suppliers.
- c. Provide a description of your policies, practices and plans to employ and maintain a diverse workforce. This would include workforce numbers reported of ethnic minorities and women. Also, written policies on recruitment and retention of a diverse workforce.

MATERIAL RECOVERY QUESTIONS

The recovery of materials is extremely important to Metro. Proposers are required to state guaranteed levels of recovery for the incoming dry waste, the source-separated materials they wish to accept (wood and organics - at least at Metro Central Station - must also be received), as well as “other recovery services’ they wish to provide. Please describe in detail your approach to materials recovery for the areas presented below.

Dry Waste Recovery

Metro desires RFP results in new contracts that guarantee at least twice the current recovery levels (15% at MSS and 17% at MCS) from the incoming dry waste stream, as that term is defined in the general conditions. Metro is encouraging progressively increasing achievement of this goal (and hopefully beyond) through a tiered approach. Please describe your approach to recovery from incoming dry waste, and how it changes from tier to tier to achieve the recovery guarantee for that tier. Include in your description at least the following information:

1. Provide an overview of the recovery approach that includes:
 - a. A flow diagram or other visual depiction of how materials will move through the facility
 - b. Types of equipment (both stationary and rolling stock) and its purpose (include catalogue cuts or other technical descriptions as an appendix)
 - c. Operational procedures, including a description of staffing (number and type) and expected recovery rate by position as well as thresholds for the addition of staffing and equipment
 - d. What sort of incentives will be provided to the workers to encourage recovery improvement/efficiencies throughout the term of the contract?
 - e. Describe who will be directing the recovery operation and their level of authority to make changes, add staffing, etc.
 - f. Throughput levels.
2. What is the expected transition timeline (including tasks such as equipment purchase, installation etc.) from the start of operations (April 1, 2010) and achievement of each tier guarantee?
3. What materials are targeted for recovery and their expected volumes in the waste stream?
4. Expected markets for the recovered materials
5. How, where, when and by whom recovered materials will be prepared and transported to markets?
6. Are you proposing any conditions to achievement of the guarantees?
7. What physical changes to the existing facility, if any are you proposing? Pits, electrical, pillars etc.

Source Separated Recovery

Proposers are required to accept source separated wood and, at Metro Central Station, organics.

1. If proposers wish to solicit other source separated materials (for which per ton prices must be provided in the Cost section of proposals) please provide the following information:
 - a. Description of the material
 - b. Parameters for accepting the material as source separated (i.e., acceptable levels of contamination or other conditions that would warrant rejection as a source separated material)
 - c. Expected markets for the recovered materials
 - d. How, where and by whom recovered materials will be prepared and transported to markets?
2. If proposers wish to expand services for source separated organics (for which a per ton price must be provided in the Cost section of proposals) please provide the following information:
 - a. A description of the service, including if applicable:
 - The location of any processing or receiving sites if other than the station
 - If applicable, a description of transport logistics and equipment/personnel including any reloading
 - If applicable, a description of any composting process
 - If applicable, markets for the end product
 - The amount of material that can be accepted
 - The maximum amount of material that will be stored or staged on the site
 - Where will the material be stored or staged
 - b. Any station modifications that are required, including utility requirements
 - c. Implementation timeline
 - d. Any conditions attached to providing the service
3. How will your approach to materials recovery respond to a changing waste stream?
4. Provide a list of other locations where this approach to material recovery has been used or is currently being used. List a contact person and phone number for each location referenced.
5. Metro's Regional Solid Waste Management Plan (RSWMP), as well as the state recycling hierarchy [ORS 459.015(a)] places a priority on reuse¹⁴ and recycling¹⁵ over energy recovery¹⁶ or disposal.

Please describe:

- a. What reusables you will target for recovery
- b. How you will remove items from the waste stream for reuse by a third party
- c. Expected markets for the recovered materials
- d. How, where and by whom recovered materials will be prepared and transported to markets

¹⁴ Reuse is defined as "the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity." ORS 459.005(23)

¹⁵ Recycling is defined as "any process by which solid waste materials are transformed into new products in a manner that the original products may lose their identity." ORS 459.005(20)

¹⁶ Energy recovery is defined as "recovery in which all or a part of the solid waste materials are processed to use the heat content, or other forms of energy, of or from the material." ORS 459.005(9)

6. Are there any services, such as documenting individual loads for LEED certification, that you plan to offer? If so, please provide details.

CG:gbc

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**Appendix to Draft Review
for
RFP to Operate Metro South or Metro Central Station**

PROPOSED AGREEMENT
(Maintenance cost language only)

EXCERPT FROM AGREEMENT ON MAINTENANCE COSTS

J. Payment for Maintenance Costs.

1. Preventative Maintenance of Metro Equipment and Facilities: Preventative maintenance of all equipment and facilities shall be the responsibility of the Contractor. Contractor shall not be reimbursed for the cost of parts and labor, including all associated costs, necessary to perform such maintenance. For purposes of this Contract, preventative maintenance shall mean the service and activities generally associated with normal care of the equipment and facilities in accordance with applicable manufacturer's specifications and schedules or industry standards, including but not limited to cleaning, painting calibrating, oiling, lubricating, replacing filters and drive belts, welding, adjusting, inspecting, routine maintenance, and providing and maintaining spare parts inventories. The Contractor shall maintain a logbook, hardcopy and electronic, documenting that the required preventative maintenance is performed. Failure to adequately document preventative maintenance, in Metro's sole opinion, shall result in Contractor being responsible for 100% of the repair or replacement costs associated with the equipment or facilities for which adequate preventative maintenance documentation is not provided.
2. Other Repair and Replacement Costs for Metro Equipment and Facilities: This section describes the responsibilities for the costs of the repair and replacement of parts necessary to keep the equipment and facilities operating or to return the equipment and facilities to an operational state, including the costs of replacing parts of the equipment and facilities that have become unusable as a result of normal wear and tear, except parts necessary in the course of preventative maintenance as described in Section J(1) or material recovery equipment as described in Section J(2a) of this Article, for which the Contractor shall be responsible for 100% of the cost, or excluded under Sections J(2d) of this Article.
 - a. Material Recovery Equipment. Contractor shall be responsible for 100% of all costs associated with the repair or replacement of parts necessary to keep the material recovery equipment, provided by Metro, operating or to return the equipment to an operational state. Such costs should be contained in Contractor's price for materials recovery operations.
 - b. All Other Equipment and Facilities. Contractor shall be responsible for 50% of all costs associated with the repair or replacement of parts necessary to keep the transfer equipment and facility operating or to return the equipment and facilities to an operational state, up to a maximum of \$20,000 during the first year of the Contract and \$50,000 thereafter. Metro shall reimburse Contractor for 50% of such costs, until the amount for which Contractor is responsible has reached \$20,000 during the first year of the Contract and \$50,000 thereafter, at which point Metro shall reimburse Contractor for 100% of the remaining costs.
 - c. All reimbursements under this Section J(2) of this Article shall be made pursuant to, and in accordance with, all of the force account procedures in Section C of Article 14, but excluding the costs permitted in Section C(3) of Article 14.
 - d. The Contractor shall not be responsible for repair or replacement costs for the items listed below, however Metro may elect to use the Contractor to effectuate the items repair or replacement in which case repair or replacement costs shall be reimbursed pursuant to and in accordance with all of the force account procedures in Section C of Article 14, but excluding the costs permitted in Section C(3) of Article 14:
 - i. Roof
 - ii. Wholesale repaving (not patching)
 - iii. Exterior walls
 - iv. Tipping floors
 - v. Generator
 - vi. Gutters

3. Metro's Option to Effect Repair or Replacement: Metro reserves the right to effectuate the repair or replacement of its equipment or facilities through a third party or the Contractor. If Metro uses a third party, Contractor shall reimburse Metro for Contractor's share due pursuant to Section J (2) of this Article. In the event that costs are likely to exceed \$50,000 (or \$20,000 in the first year of the Contract) and Metro uses Contractor, repair or replacement costs (excluding Contractor's share) shall be reimbursed pursuant to and in accordance with all of the force account procedures in Section C of Article 14, but excluding the costs permitted in Section C (3) of Article 14.

4. Failure to Maintain Facilities and Equipment: If, in the opinion of Metro, Contractor falls behind on maintenance of the buildings, equipment, and general site as required in the Contract or impedes the function of other Metro Contractors, Contractor shall perform all steps which are necessary, in the opinion of Metro, to bring Contractor's Work into compliance with the contract or to remedy any impediment to other Metro Contractors. Contractor shall submit operation plans to Metro, which plans shall fully demonstrate the manner of intended compliance with this Section J(4). The steps referred to above shall include, but not be limited to:
 - a. Increase manpower in such quantities and crafts as will substantially eliminate the backlog of work.
 - b. Increase, when permitted, the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment or any combination of the foregoing, sufficient to eliminate the backlog of work.
 - c. Reschedule activities to achieve compliance with the maintenance requirements of this contract.
 - d. Expedite delivery of materials and equipment such as use of air freight.

If Metro directs Contractor to take measures described in this Section J(4), or if Contractor takes such measures without direction from Metro, Contractor shall bear all costs of complying.

If Contractor fails to maintain facilities and equipment as directed by Metro, Metro may, after one week written notice to Contractor:

- a. Withhold any payment otherwise due hereunder until Contractor complies with Metro's directions.
 - b. Direct others to perform portions of the affected Work and charge the cost of such Work against the Contract Amount .
 - c. Terminate any or all portions of the Work for Contractor's failure to perform in accordance with the Contract.
5. Metro shall not be responsible for any repair or equipment replacement costs resulting from Contractor's negligence, misuse or abuse of the equipment and facilities provided by Metro, including but not limited to any damage caused by Unacceptable Waste being received at the facility; or for failure to adequately document preventative maintenance.

**Appendix to Draft Review
for
RFP to Operate Metro South or Metro Central Station**

SPECIFICATIONS FOR METRO SOUTH STATION

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INTRODUCTION

The purpose of the Specifications is to provide the Contractor with its operating and maintenance responsibilities for the Metro South Transfer Station (MSS) located at 2001 Washington, Oregon City, Oregon, as well as portions of the surrounding roadways.



General responsibilities include:

- Unloading activities must be managed efficiently by the Contractor to ensure the opportunity to recycle, a successful diversion level, efficient and safe customer throughput, high levels of customer satisfaction, maximum payloads, protection of the environment and coordination between responsibilities or other contractors.
- The Contractor is responsible for providing all rolling stock to accomplish the requirements of the contract as detailed herein. This includes the equipment necessary to store, move, load and unload waste and recyclables within or between the buildings on site as well as the necessary equipment and labor to clean, maintain and ensure Metro's assets are protected.
- The facility is equipped with two compactors, trucks scales and a wash rack. These systems, as well as the other parts of the facility are the responsibility of the Contractor except as noted.
- Services provided by the Contractor shall be conducted in accordance with all state, federal and local regulations. Contractor shall maintain positive public and community relations.

1.0 PROJECT DESCRIPTION/GENERAL REQUIREMENTS

Metro will provide the Contractor use of the facilities located at 2001 Washington Street, Oregon City, Oregon, and known as Metro South Station (MSS) for performing the work under this Contract. All equipment and facilities provided at that site shall remain the property of Metro, except as specified herein, and shall be returned to Metro in good working order upon termination or completion of this Contract.

The Contractor shall be responsible for the security, proper operation, maintenance, repair and condition of all equipment and facilities furnished by Metro. The equipment shall be used exclusively to conduct waste transfer and material recovery operations and shall not be modified or removed from the premises except for purposes of repair or maintenance unless approved, in writing by Metro.

Contractor shall provide Metro with a full-service transfer station operation serving the disposal and recycling needs of the public, commercial collectors and industrial accounts, as designated by Metro. While the Introduction provides an overview of the work to be provided by the Contractor, below is a list of the major components and responsibilities of the Contractor for this Contract. Components of this project include:

Major components of this project include:

- a) Pre-mobilization inspection of the facility
- b) Mobilization of equipment and personnel onto the site
- c) Providing safety equipment and safety/orientation training
- d) Coordinated contingency planning, training and preparedness
- e) Maintenance of safe and healthy operating conditions for all customers and employees
- f) Receiving waste, recyclables, white goods, covered electronic devices and tires on-site from the public, commercial haulers and industrial accounts.
- g) Monitoring waste acceptance, inspection and segregating Unacceptable Waste in accordance with these specifications and the required Contractor's Safety Procedures Manual, provided as an appendix to this document.
- h) Traffic control
- i) Provide the assistance of removing recyclables from within loads delivered by the public.
- j) Operation and maintenance of a Recycling Center/Area for source separated recyclables.
- k) Removal of waste and recyclables from the Hazardous Waste Facility on-site.
- l) Materials recovery processing and providing vehicles and personnel to transport the Source Separated and Recovered Materials.
- m) Operation and maintenance of Contractor-furnished equipment and Metro-furnished equipment and facilities; except the weighing system, scalehouses, portions of the main facility structures as noted and the Hazardous Waste Facility.
- n) Operation and maintenance of Contractor-furnished equipment and Metro-furnished equipment and facilities, except the weighing system, scalehouses and Hazardous Waste Facility.
- o) Furnishing all supplies, materials, equipment and services for performance of the Contract.

- p) Litter control on-site and in designated areas on roadways approaching the facility. Use of magnets on all on-site rolling stock as well as cleaning equipment used daily for on site cleanup.
- q) Site security/control during all hours.
- r) Insect, vermin, dust and odor control.
- s) At least monthly meetings with Metro to report on progress achieved and any special problems encountered.
- t) Coordination with other contractors.
- u) Demobilization of equipment and personnel from the site upon completion or termination of this Contract, and return the site to its original condition as at the start of this Contract, normal wear and tear excepted.
- v) Assist with access problems during non-public hours.
- w) Provision of uniforms for all non-office staff.

2.0 HEALTH AND SAFETY PROGRAM REQUIREMENTS

Metro Contractors are required to comply with all applicable federal, state and local safety, health and environmental regulations including all Metro site-specific procedures applicable to the scope of work being conducted. All Contractors shall have, and adhere to, their own safety and health program. The guidelines presented in the Contractor's Safety Procedures Manual document are not an exhaustive list of all applicable requirements and regulations for the Contractor to conduct work for Metro. Instead, these guidelines highlight certain standards that may be applicable for the Contractor based on the scope of work.

Metro has specific written programs and procedures which are incorporated as appendices into this document or are available separately. In an effort to ensure a safe and healthful environment, the Contractor will abide by all Metro-specific work practices and guidelines.

It is essential that these rules and safety responsibilities are understood before starting work on Metro property. Violating safety requirements could jeopardize the welfare of the Contractor and/or Metro employees and customers and could result in expulsion from Metro property, and deny the Contractor the opportunity to be considered for future Metro contracts.

Metro updates this manual periodically. As part of the Contractor's obligation, the Contractor shall request from Metro an updated Contractor's Safety Procedures Manual annually throughout the term of the contract.

3.0 WASTE FLOW AND HOURS OF ACCEPTANCE

The facility will be open for the general public from 7:00 a.m. to 7:00 p.m. from March 1st through September 30th (summer hours) of each year and from 7:00 a.m. to 5:00 p.m. October 1st through February 28th (winter hours) , seven days per week. The facility will open four hours earlier for commercial and industrial accounts with automation tags, except on Sundays ,when it will open at 7:00 a.m. for all customers. The facility will be closed for all business on Christmas and New Year's Day, and closed to the public on Thanksgiving. Metro reserves the right to prohibit or limit the type of customers 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 these Specifications or the General Conditions, for costs or revenue losses due to changes by Metro in the type of customers that

may use the facility, or in a decrease in the number of hours the facility is open. Metro shall be entitled to a reduction in payment for any decrease in hours of operation in accordance with the deletion of work provisions of the General Conditions. For any increase in the hours of operation, Contractor shall be entitled to an increase in compensation in accordance with the additional work provisions of the General Conditions. Metro shall provide the Contractor with 24 hours written notice of any change in hours of operation or types of accounts that may use the facility.

Waste volumes will fluctuate daily, weekly, monthly and annually. The Contractor must be capable of handling these variations such that the operations at the transfer station are not impeded. For a detailed analysis of projected waste flow on an hourly, weekly, monthly and yearly basis, refer to the Appendix in this document. These projections are estimates only and shall not be regarded as guaranteed flows.

4.0 WEIGHING AND BILLING SYSTEM

Customer activity will be processed through Metro's weighing and billing system. Metro will operate the weighing and billing system located within the scalehouses and will admit the public, commercial haulers and industrial customers into the facility. Each vehicle shall be directed onto the scale by the Contractor. Metro employees, operating the scalehouse shall make all determinations regarding fees to be paid by customers using the facility based on posted rates or special fees negotiated with the Contractor.

Fees are currently based on weight of the material being dumped. Loads with recyclables may qualify for a reduced charge; Metro may require the customer to unload recyclables and reweigh the vehicle prior to unloading the waste.

The tare weights of commercial vehicles may be established by Metro and recorded so that the vehicles will need to be re-weighed after unloading. Metro's automated weighing system utilizes RFID technology to identify the vehicle and its tare weight, and then weighs the vehicle and generates a ticket. The Contractor will not be allowed to operate the weighing system and will not be responsible for maintenance of the systems equipment, except for cleaning of the scale decks weekly, and scale pits monthly.

Maintenance of the scalehouse systems and the provision of janitorial services in the scalehouses will be the responsibility of Metro.

All recovered materials, compacted waste, and Unacceptable Waste shall be weighed by Metro prior to removal from the facility. The Contractor shall be paid based on the incoming weights established at Metro scalehouses for waste and source-separated materials for which individual prices have been established. Payment for recovered materials shall be established based on outgoing weights as established at the scalehouses, with destination manifests provided by the Contractor at the time of weighing.

The Contractor will coordinate its activities with Metro's scalehouse personnel. The Contractor shall provide and maintain a three-channel or approved alternate communication system (one of which will be reserved solely for emergency communications on-site), between all work areas (Contractor's and Metro's and any other contractors on-site) and the Contractor's spotters in the transfer station.

5.0 TRAFFIC CONTROL

The Contractor shall have responsibility for controlling the movement of traffic on- and off-site as needed. This shall include the optimal use of queuing lanes and unloading spaces, and the provision of personnel and equipment to direct traffic.

Contractor shall provide clear communication to each customer about the appropriate unloading area for each load. This should occur promptly to reduce delay to customer movement and traffic management to and from the tipping areas.

Once a load of waste arrives at the appropriate unloading area, spotters shall direct the load into the appropriate stall for unloading of the vehicle. These personnel shall be appropriately attired to be visible in all lighting conditions, equipped with flashlights or other signaling devices of sufficient brightness to be seen by customers and equipped with radios. These spotters shall ensure that the unloading area over which the customers travels and unloads is free of debris and that there is sufficient space for unloading to proceed in a safe and efficient manner. Spotters shall assist customers with unloading and information as needed. Spotters shall be trained in the unloading and load check procedures of Contractor's Safety Procedures Manual. Upon completion of unloading, spotters shall coordinate the exiting of vehicles to ensure a safe exit from the facility and remove any debris from the unloading area including around the stanchions at the edge of the pit.

The Contractor shall assist all disabled vehicles and remove them from the traffic ways if necessary.

Contractor shall obtain Metro's approval for proposed on-site traffic patterns and such approval shall not be unreasonably withheld. Metro may direct the flow of traffic at any time for any purpose.

If, in the sole opinion of Metro, the Contractor is providing insufficient personnel or equipment to alleviate traffic problems, the Contractor will have one hour to remedy the situation. If Contractor fails to remedy the situation within an hour of notice by Metro, penalties may be assessed.

6.0 ACCEPTANCE OF WASTE

The Contractor shall operate the facility to receive deliveries of mixed solid waste (both wet and dry) and source-separated materials on a seven-day per week basis from all varieties of customers previously described.

Contractor must ensure that the unloading activities are done in a safe manner in accordance with state, federal or local laws in addition to the Contractor's Safety Procedures Manual. Contractor shall visually monitor the activities of commercial and public users of the facility, and shall immediately correct safety hazards detected during the course of normal operations. Ongoing safety activities include inspecting incoming loads for unacceptable or hazardous waste, investigating all reported hazards and near miss situations, identifying vehicles with safety deficiencies and notifying Metro immediately.

Contractor shall keep an ongoing log of incidents, inspection activities, audits, complaints and follow-up actions and shall submit this log to Metro each month. Reporting forms and logs are included in the Contractor's Safety Procedures Manual.

7.0 REFUSAL OF WASTE BY THE CONTRACTOR

The Contractor may refuse to accept any waste at the facility if the Contractor can demonstrate that such waste is Unacceptable Waste as defined in this Contract. The Contractor shall immediately notify

Metro's Operations Supervisor in writing of its refusal of any waste and shall provide a written justification for such refusal.

For any portion of Unacceptable Waste that has been accepted and unloaded at the facility, the Contractor shall follow the procedures specified in the Contractor's Safety Procedures Manual. Contractor must keep records of the following information regarding any such waste that has been unloaded: date, time, vehicle license number, company and/or the individual's name and address, conversation regarding waste with such company representative or individual, pictures and approximate volume and weight of such waste. Contractor shall be deemed to have taken title to any waste it accepts without complying with this section.

The Contractor shall attempt to recover any Acceptable Waste from Unacceptable Waste, with an emphasis on tires, white goods and electronics devices.

8.0 LOAD CHECK PROGRAM AND MANAGEMENT OF UNACCEPTABLE WASTE

The requirements of this section are more fully explained in Contractor's Safety Procedures Manual, which includes Metro's Load Check Program and Medical Waste Acceptance Procedures. The requirements of the manual, and annual revisions, shall be binding on the Contractor and are incorporated in this Contract by reference. Contractor shall familiarize itself with the manual and its requirements, and shall avail itself of the training opportunities available from Metro's safety and emergency response programs as described in the manual.

Contractor shall follow Metro's waste acceptance protocol and procedures for conducting load checks and managing unacceptable and hazardous waste as contained in Contractor's Safety Procedures Manual. Contractor shall be bound by the requirements of the manual and any updates thereto.

Below is a summary of the responsibilities of the Contractor and Metro regarding load checking and managing Unacceptable Waste at the facility.

8.1 SERVICES PROVIDED BY CONTRACTOR

Contractor shall inspect all waste received in a manner which is reasonably necessary to determine whether or not such waste is Unacceptable Waste. Waste that is received at the transfer station shall be visually inspected before and while it is tipped onto the floor or into the pit. Visual inspection shall be done by at least one person, whose primary duty is to monitor the tipping of waste. Contractor shall provide at least one trained hazardous materials employee (HazMat Technician) to be available during all hours of public waste acceptance, seven days per week, whose primary responsibility is to carry out the duties of these programs. At the conclusion of the visual inspection, if waste is not refused, title to the waste shall transfer to Contractor.

HazMat technicians shall conduct required load checks and follow-up activities in accordance with Metro's Load Check Program and Medical Waste Acceptance Procedures. Contractor shall provide to Metro a log of this activity along with documentation concerning Unacceptable Waste on a monthly basis.

Contractor shall be responsible for all costs associated with incidents or accidents created by movement or loading of Unacceptable Waste that was not spotted during tipping and was later discovered within the facility or loaded into a transport vehicle. This includes, but is not limited to, cleanup and decontamination costs of the facility floor, compactors and Transport Contractor's trailers.

Contractor shall be responsible for proper disposal of Unacceptable Waste that is delivered to the landfill, recycling market or waste burner as part of the contract.

8.2 SERVICES PROVIDED BY METRO

Metro will provide proper disposal of Unacceptable Waste if discovered prior to loading into a compactor conveyor, compactor or trailer, subject to Contractor's compliance with Contractor's Safety Procedures Manual. Metro personnel will contact generators of any Unacceptable Waste found by the Contractor and Metro personnel will make arrangements for the waste's removal and proper disposal.

9.0 MANAGEMENT OF ACCEPTABLE WASTE AFTER UNLOADING

After unloading, waste shall be managed in a manner to balance the goals of safe and efficient unloading of waste by customers; and the safe and efficient movement of Acceptable Waste for recovery and movement to markets, or loading for disposal in a timely manner .

Movement of the waste shall be coordinated with incoming loads such that a clean and unimpeded area is available for unloading at all times. Unloading vehicles shall not be made to back over or unload onto waste. Particular attention shall be paid to the removal of items on the floor that may puncture tires or otherwise damage customers' equipment or jeopardize their safety. Waste shall not be tipped outside the building.

Contractor shall alter operations as directed by Metro to ensure compliance with this section.

10.0 MATERIALS RECOVERY- GENERAL

Metro's goal is to maximize material recovery at its transfer stations. To this end, the Contractor is required to conduct materials recovery operations for both the public and commercial segments of the waste stream, in a manner consistent with the Contractor's proposal. Contractor shall also provide the following:

- a) **Staffing:** Operator must have a designated, qualified and skilled staff person to oversee the materials recovery operations at all times. Skills include experience with and knowledge of markets, marketing and material recovery facility operations. Contractor must demonstrate that it has the corporate resources to support this activity and this position including appropriate training and applicable professional certifications. Metro reserves the right to review and approve the employee that is designated to fill this position.
- b) **Markets:** The Contractor will be responsible for selecting the markets/brokers for recovered materials, as well as for all activities related to transporting the materials to market. Metro reserves the right to disapprove the Contractor's choice of vendors for the sale and other distribution of all recovered materials. Vendors must meet the following basic criteria:
 - i. Vendors must be fully permitted and in compliance with applicable federal, state and local laws, regulations, standards and conditions
 - ii. Recovered materials that meet vendor specifications may not be disposed in a landfill
 - iii. Vendors' operations must be environmentally sound and must not have a detrimental impact on air, land, or water quality, or on their surrounding neighbors.
- c) **Disposal** of source-separated recyclable materials (materials accepted under a separate posted price, brought to the facility by self-haul customers receiving a discount, or contained on the list in this section in uncontaminated form) is strictly prohibited. Contractor will arrange for and be responsible for all costs associated with removing tires, oil filters, anti-freeze, yard debris, and covered electronic devices from the entire site, as well as any other material listed in this section that may have a negative market value.

- d) Reuse: Metro’s Regional Solid Waste Management Plan, as well as the state recycling hierarchy [ORS 459.015(a)] places a priority on reuse and recycling over energy recovery or disposal. Contractor shall remove reusables from the wastestream for reuse by an approved third party.
- e) Reporting: The Contractor will report monthly the weight of materials recovered as measured at the Metro scalehouse, by the amount for each market, and the revenue received by material. Contractor must develop satisfactory recovery and reuse reporting methods that include an analysis of the cost-effectiveness of recovering materials, and report the information monthly. The report shall include tons sorted/MRFd, tons recovered, tons shipped, net value after transport and per ton labor and equipment costs. For accounting purposes, material recovery must be treated as separate journal entries and must include costs for labor and equipment.

10.1 OPPORTUNITY TO RECYCLE – RECYCLING DEPOT

Unless otherwise approved by Metro, Contractor shall be required to provide a recycling depot, with Metro approved signage in the area and on the bins. Contractor shall provide new bins to receive source-separated materials from the general public at a location near the area for the public unloading designated in the facility operating plan provided by the Contractor. The purpose of the recycling station is to provide public customers with the opportunity to recycle materials. Metro shall have the right to add or delete materials from this list at any time. The recycling station will handle the following materials:

Aseptic & gable top containers	Books	Tires
Anti-freeze	Glass containers/jars	Used motor oil
Car batteries	Magazines	Window glass (non-safety coated)
Cardboard	Newsprint	Yard debris/wood
Carpet padding	Oil filters	Plastic tubs/bottles/plant pots/buckets
Covered electronic devices	Phone books	Plastic film
Scrap/mixed paper		
Ferrous and Non-Ferrous Metals- including:		
Aluminum	Cans (aluminum, steel, tin)	
White goods	Non-halon fire extinguishers	
Lawnmowers	Propane cylinders (5 gallons or smaller)	

All source- separated materials will be stored in containers furnished by the Contractor. The Contractor shall:

- Keep materials that are delivered as source-separated materials from being mixed.
- Assure the materials are properly prepared for market.
- Assure sufficient containers are available for use and have clear signage posted for users in the Depot area.
- Transfer materials to market in a manner that does not cause harm to the environment, litter, etc.
- Keep the Depot clean, organized and free from contaminated material at all times.
- Schedule sufficient pick-ups of recyclable materials to prevent excessive accumulation.
- Maintain warning signs, spill kits and safety equipment.
- Collect from Metro’s on-site hazardous waste facility, at no additional charge, any of the materials listed above.

10.2 WASTE RECOVERY FROM THE MIXED WASTE STREAM

The Contractor shall recover materials from incoming loads of mixed solid waste, including all loads originating at construction/demolition sites in accordance the Enhanced Dry Waste Recovery Program and the Contractors' Recovery Guarantee levels from loads of Recoverable Waste, without impeding the unloading and loading of waste as determined by Metro. Contractor may provide incentives to haulers to deliver high-grade loads rich in recoverable materials.

Metro agrees that certain loads, delivered in target vehicles will not be counted towards those recovery goals. The Contractor will propose, and implement with Metro's approval a procedure for documenting loads that cannot be sorted due to the following conditions:

- Loads that are identified and delivered pursuant to a Metro special waste permit; and
- Loads that are required by the generator to be destroyed due to law, legal edict or litigation issues
- Specific loads of Recoverable Waste that Metro deems inappropriate for recovery on a case by case basis, at the request of the Contractor

It will be the Contractors' responsibility to document such loads and report them to the scalehouse in a timely fashion so that the transaction detail can reflect the status of such loads prior to the end of the day that the load was delivered.

11.0 SUSTAINABLE OPERATIONS REQUIREMENTS

- a) Energy: Contractor shall prepare an energy efficiency plan for the transfer station that would result in reduced electricity and natural gas use, including estimated kWh saved as a result of the plan. It will be the Contractor's responsibility to purchase 100% of the electricity for powering the facilities from the utility provider's wind power program.
- b) Diesel Particulate Pollution Reduction: Contractor shall utilize equipment that either has engines that meet the US Environmental Protection Agency (EPA) Tier 4 off-road emissions standards, or engines that are retrofitted with emission control technology for use with off-road engines to reduce particulate matter (PM) emissions by a minimum of 85% for engines 75hp and greater, and by a minimum of 20% for engines between 25 and 75hp at point of installation. Emission control technology must be verified under the US EPA Voluntary Diesel Retrofit Program Verification Process, <http://www.epa.gov/otaq/retrofit/index.htm> and/or the California Air Resources Board (CARB) Diesel Emission Control Strategies Verification <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for the specified application. The CCV device must have a CARB Executive Order number (EO#) or be verified by EPA as part of an emission control technology package. It is desirable that such products not require the aid of secondary technologies or products.

It will be the Contractor's responsibility to adopt and enforce an idle reduction program for diesel equipment and vehicles on site. Policy must include the following:

The driver/operator of any vehicle/equipment subject to this section shall not idle the vehicle's primary diesel engine for greater than five (5) minutes at any location, except as noted in herein.

The idling limit does not apply to:

- Idling when queuing
- Idling to verify that the vehicle is in safe operating condition
- Idling for testing, servicing, repairing or diagnostic purposes

- Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane)
- Idling required to bring the machine system to operating temperature,
- Idling necessary to ensure safe operation of the vehicle.

No vehicle or engines subject to this regulation may idle for more than five (5) consecutive minutes.

Contractor will use a minimum of five (5) percent biodiesel blend in all diesel equipment (B5 biodiesel).

- c) Natural Resource Conservation: Contractor shall implement a recycling program for the worksite that meets or exceeds Metro's Business Recycling Requirements, which requires local businesses to recycle all types of paper and certain containers such as plastic bottles, aluminum cans and glass by:
- Separating paper, cardboard and containers (aluminum cans, plastic bottles and glass) for recycling.
 - Ensuring there are containers for collection of these recyclables.
 - Posting signs at collection areas, indicating which materials should be recycled.

Contractor will be responsible for creating and implementing a sustainable procurement policy.

Contractor shall, at a minimum, meet the requirements of Metro's stormwater permit with Oregon DEQ. In addition, Contractor shall propose a plan for further minimizing the consumption of water and the quantity of stormwater runoff from the site, including stormwater mitigation practices and any proposed changes to equipment, water systems, or operations. Plan will include estimate of potential water use reduction.

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

- d) Toxics Reduction: Contractor shall use no products containing persistent, bioaccumulative toxics (PBT's) on-site and will make every effort to purchase products that do not create PBT's 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).
- e) Best Practices for Customer and Employee Health and Safety: If the Contractor proposes providing new sorting or processing equipment for material recovery, a dust collection or mitigation system must also be included.
- f) Reporting and Compliance: Contractor shall comply with all elements described in the proposal submitted to Metro for this contract. Contractor shall track monthly, and report annually demonstrating compliance with these practices, and provide an annual report to Metro on the sustainability requirements listed in this section, as well as other sustainability-related practices and accomplishments for the previous year. The first report will be due to Metro on January 31, 2011 and each year following for the duration of the contract.

Contractor shall comply with all elements described in the proposal submitted to Metro for this contract.

12.0 PREPARING AND LOADING WASTE FOR DISPOSAL- GENERAL

Contractor is responsible for preparing and loading waste destined for disposal. The majority of such waste will be loaded into Metro's Waster Transport Services Contractor's (Transporter or Transport Contractor) transfer trailers as shown as an attachment to this Contract. In addition, Metro may require

the loading of other parties' vehicles with other configurations at its discretion and the Contractor shall comply.

Waste shall be managed and loads prepared in a manner to maximize a road-legal payload for the vehicle being loaded. Contractor shall utilize the onsite compactors and is responsible for developing protocols consistent with the compactor manufacturer's recommendation to minimize maintenance problems and equipment damage (to both the compactors and associated conveyor systems as well as trailers receiving loads) while maximizing payloads.

The Contractor is responsible for the compaction and extrusion, into the Transport Contractor's trailers of a road legal payload of waste (also referred to as a bale). The Transport Contractor is responsible for positioning its trailers to the compactors for receiving the loads, removing the loaded trailers, and positioning the next.

The Contractor shall provide bales for loading in a timely manner during pre-arranged compaction hours. For purposes of this section, a "timely manner" shall mean whenever a transfer trailer is available at the compactor. Metro, the Contractor and Transport Contractor shall meet as needed to establish the compaction hours for which this standard applies. Generally, such hours will coincide with peak weekday delivery periods for the facility. Failure to provide loads in a timely manner shall be subject to penalties contained in this contract.

Contractor shall attempt to maximize payloads transferred in the Transport Contractor's trailers while minimizing overloads. Contractor will receive bonuses or deductions based on average payloads.

12.1 COMPACTOR OPERATIONS - GENERAL

Contractor shall operate and maintain the compactors in accordance with the manufacturer's recommendations, all applicable regulations and Metro's recommended practices specified below. Contractor shall prepare waste for loading consistent with the manufacturer's recommended practices and shall remove material that is inappropriate for compaction or that becomes lodged in the compactors. Contractor shall load only Acceptable Waste into the compactors.

12.2 LOADING THE COMPACTOR

Contractor shall follow the steps for building the bale as described in the operator's manual, and shall be responsible for loading the compactor so it will function properly without jamming, puncturing the compactor or trailer walls, causing fire, explosion, or any other damage .

Contractor shall work with the Transport Contractor to maximize the operational efficiency of the station and equipment by preventing impromptu downtime, providing adequate staffing with proper training and building consistent legal load densities.

The compactor shall be operated in such a manner as to reduce spillage of garbage and moisture when ejecting the bale into the trailer. All waste spilled must be cleaned up after each bale is ejected.

12.3 TRANSFER INTO TRANSPORTER'S TRAILERS

Prior to extruding a bale of waste into the Transporter's trailer, Contractor is required to do a pre-load inspection of each trailer. The purpose of the inspection is to determine the condition of the trailer. Contractor shall record the time, trailer number, inspector and any comments concerning the trailer's condition for every inspection. If the inspector believes the condition of a trailer is unsatisfactory for

loading, Contractor shall inform the Transporter's representative and Metro, who will decide whether a replacement trailer should be provided.

At the completion of extruding the waste into the trailer, the Contractor is responsible for installing a lock seal on the trailer, such as a flat metal seal that prohibits removal by hand. Each seal shall be marked with:

1. The letters MSS,
2. Three letters identifying the Contractor, and
3. A sequentially increasing set of at least four numbers (Example: MSS-CON-0000)

The time the bale was ready for extrusion, the time a trailer was available for loading, the seal number, and the weight of the load from the compactor readout will all be recorded in the log by the Contractor. Contractor shall also note whether the load contained special or suspicious waste, and whether the trailer has been damaged or is leaking liquids after loading.

It is the responsibility of the Transport Contractor to ensure that the seal was properly installed before the trailer leaves the staging/storage area. Once the Transport Contractor has verified that the seal is properly installed, the waste contained within the trailer is the responsibility of the Transport Contractor until the seal is broken at the landfill tipper.

If the Contractor improperly installs the seal, the Transport Contractor is required to notify the Contractor prior to leaving the Facility and request a new seal. The Contractor shall comply with any such requests. Failure to request a new seal will preclude Transport Contractor from any recovery for damages arising out of any improperly installed seal. In addition, the Transport Contractor can request removal of the seal to inspect the interior of the transfer trailer, its contents, and request and receive a new seal from the Contractor.

Each load sealed into the Transport Contractor's trailer will be weighed at the on-site scale system to determine the payload and whether the load is road legal. The weight of each load extruded into transfer trailers will be printed on a manifest. This manifest will become the official weight record of the load and serve as the basis of payment for the Transport Contractor, the Disposal Site operator, and the Contractor's Variable Compaction Maximization Adjustment. It will contain the date, time, container number, container tare weight, the seal number, and the weight of the load.

13.0 PARKING/STORAGE

Parking is available for use by the Contractor's employees in areas designated by Metro. All other parking or storage areas shall be approved prior to use. Metro reserves the right to change parking or storage areas as necessary.

On-site storage of equipment, rolling stock and supplies, for the use in performance of the Contract, shall be permitted as space is available. Upon notice, Metro will have the right of access to all storage areas occupied by the Contractor. All materials stored or staged outside the buildings shall be in approved containers with lids or tarps to prevent stormwater contamination.

A transfer trailer staging/storage area is provided at Metro South Station such that the Transport Contractor can store up to ten transfer trailers on-site, between Bay 3 and the maintenance building. The Transport Contractor is responsible for shuttling (via a "yard goat" vehicle) an empty transfer trailer to the compactor, and returning it to the staging area when loaded. The Transfer Station Contractor is responsible for sweeping and traffic marking the trailer storage area.

14.0 SECURITY

Contractor shall provide personnel for mobile/foot patrol of the site, 24hours per day to prevent unauthorized site entry and/or facility misuse. Contractor shall have in place 24- hour staffed communication coverage including emergency communications equipment including both radio and cellular services. Security patrol backup and emergency situation response shall be available in addition to on-site personnel and shall be on-site in no more than fifteen minutes after the time of the original request for security assistance. Provision of these additional personnel shall be reimbursed in accordance with the General Conditions.

On-site security personnel's supervisors shall perform and document at least two unscheduled on-site inspections of such personnel (at least one of which will be between the hours of 11:00 p.m. and 4:00 a.m.) monthly and the inspections shall be noted and signed by the supervisor on a shift report kept by on-site security personnel and available to Metro.

Contractor shall replace any on-site security personnel at Metro's request.

Any on-site security staff or sub-contractor must comply with the Oregon Department of Public Safety Standards and Training Requirements pursuant to ORS 181.870-889.

All services provided under this specification shall be performed in accordance with the highest industry standards. Said performance shall include, but not be limited to, the reasonable handling of sensitive public and emergency situations. Contractor shall be liable for all damages resulting from its failure to provide adequate security.

15.0 INSPECTION

- a) Annual Inspection: Notwithstanding the annual review and inspection, the Contractor shall permit inspection of the Work by Metro, its representatives, and governmental authorities having jurisdiction over the Work, at all times.

Metro will inform the Contractor which of Metro's employees will be responsible for routine inspections, and what authority such inspectors will have.

In conjunction with the review of the Contractor's annual report, Metro may, at its own expense, review records of Facility performance over the previous contract year and inspect the Facility. The annual performance review may consist of an audit of all Facility operating records for the previous contract year. Audits may consist of:

1. An inspection of the physical plant and the Contractor's operating history, with emphasis on facility condition, safety and hazard mitigation
 2. A review of plant and equipment maintenance and replacement records
 3. A review of on-site or offsite accounting or bookkeeping data related to the receipt, recovery and disposal of all waste brought to the Facility
 4. Determination of continued efficiency and optimal operation of the Facility.
- b) Initial and Final: Prior to the start of work and prior to termination or completion of this Contract, Metro, accompanied by the Contractor, will inspect all items of Metro-furnished equipment and facilities and shall jointly prepare a list of items requiring repair as a result of the Contractor's use. Final payment will not be made until the required repairs have been completed.

Equipment and facilities that have deteriorated due to normal usage need not be repaired to a like-new condition.

16.0 PREFERENTIAL TREATMENT

The Contractor shall not, by act or omission, discriminate against, treat unequally, or prefer any user of the facility in the operation of the transfer station. Preferential treatment within the site will be considered a default by the Contractor and a breach of this Contract.

17.0 FIRE CONTROL

The site is provided with fire control equipment. The fire control equipment now on site shall remain for the Contractor's use. The Contractor shall provide 24 hour monitored alarm service for the Facility, including the Hazardous Waste Facility.

The Contractor shall participate with all third party inspections of the facility and shall comply with all results or recommendations of said inspections.

18.0 HAZARDOUS WASTE FACILITY

Metro operates an on-site Hazardous Waste Facility that accepts household and commercially exempt generator (CEG) hazardous materials. It is the responsibility of the Contractor to provide traffic control to and from the Hazardous Waste Facility, and to obey any emergency orders given by Metro personnel in connection with that facility. Contractor may use the Hazardous Waste Facility to dispose of hazardous Unacceptable Waste accumulated from incoming waste in conformance with the Contractor's Safety Procedures Manual. Contractor shall remove all recyclables recovered at the Hazardous Waste Facility for no charge, and shall remove and dispose of Acceptable Waste generated at that facility. Contractor shall receive only its normal per ton rate for removal and disposal of such Acceptable Waste.

19.0 ON-SITE PERSONNEL REQUIREMENTS

The Contractor shall provide sufficient on-site personnel to ensure efficient operation, maintenance and management of the facility (including separate operating areas for self-haul and commercial customers). During peak periods, or when some personnel are unavailable for whatever reasons, additional personnel shall be provided as necessary for the continued and uninterrupted operation and maintenance of the facility in the most efficient manner. The Contractor is responsible for identifying such trends and adjusting the number of personnel as required at no additional cost to Metro.

If Metro determines that additional personnel are needed, Metro shall direct the Contractor to provide additional personnel and Contractor shall supply the additional personnel as directed within two (2) hours of receiving the directive. Failure to supply the additional personnel may result in the imposition of penalties.

To ensure proper staffing, Contractor shall submit a staffing plan for Metro's approval every three (3) months. The Contractor shall follow the staffing minimums listed below.

- a) During all hours of Commercial Waste Acceptance, the Contractor shall meet the following minimum personnel requirements:
 - One spotter per operating area to assist in the control of traffic, unloading of refuse, control of debris, maintenance of the site, recovery of recyclables from public loads, and the checking of receipts from all customers (minimum 40 hour hazwaste-trained). During the peak periods of 10 a.m. to 2 p.m. weekdays and 8 a.m. to 5 p.m. Saturday, Sunday

and Mondays, the Contractor shall provide twice as many workers for this or similarly tasked personnel in operating areas accepting self-haul waste, as well as twice the number of traffic control laborers.

- On-site security.
- b) During all hours of Self-Haul Waste Acceptance. In addition to the requirements listed above, the Contractor shall meet the following minimum personnel requirements during all hours of Self-haul Waste Acceptance:
- One Superintendent or Foreman who shall be considered the representative of the Contractor in charge of the work.
 - One inspector whose primary duty is to monitor for suspicious waste and Unacceptable Waste, ensure compliance with Special Waste Conditions, conduct the load-checking program and ensure compliance with the Contractor's Procedures Manual.
 - One loader/equipment operator per operating area (exclusive of compactor operators).
 - Two traffic control laborers.
 - One laborer, per operating area that is accepting self-haul waste to control traffic and to assist with the recovery of recyclable materials from loads, the processing of recovered materials for shipment to markets including the stripping of appliances, the high grading or processing of commercial loads if required.
 - One laborer dedicated to provide litter patrol and cleanup on and off site (8 hours per day).

The Contractor shall be required to train all personnel directly involved in performing the Work described in the Contract. All employees operating equipment shall receive documented training and acquisition of certificates as recommended by the manufacturer, on all equipment they are authorized to operate. All employees shall receive sexual harassment and diversity training annually. Supervisory personnel shall be familiar with the Contract Documents. At least one supervisor shall have read Metro's Regional Solid Waste Management Plan.

The Contractor shall ensure that, only to the extent that their essential job responsibilities require it, personnel are sufficiently proficient in speaking, understanding, reading, and writing English to enable them to perform their essential job responsibilities. For example:

- Supervisory personnel must be able to read, understand, and explain the Contract Documents and other written materials such as OSHA rules and safety manuals, must frequently communicate with public customers, and must occasionally write reports, letters and other documents;
- Equipment operators must be able to communicate orally with the other staff and customers concerning proper tipping operations, Unacceptable Wastes and emergency procedures; and
- Spotters and traffic control personnel must be able to communicate orally with public customers, with whom they will be in constant contact, concerning proper parking and tipping activities, to answer operation questions concerning recycling rules and Unacceptable Wastes, and to provide safety information in an emergency.

This requirement shall not be implemented in a manner that illegally discriminates on the basis of national origin, and in no event shall the requirements of this paragraph be interpreted to permit, condone, or encourage illegal discrimination against any person on the basis of national origin. If the Contractor determines that it is unable to comply with this paragraph without engaging in illegal discrimination on the basis of national origin, then Contractor shall not comply with this

provision. If Contractor makes such a determination, then Contractor shall immediately inform Metro of its conclusion to that effect in writing, and Contractor shall work with Metro, at Metro's request, to address this issue in a non-discriminatory way.

20.0 TRANSFER STATION EQUIPMENT

Contractor shall use adequate equipment, suitable for heavy-duty service in connection with a solid waste transfer station and materials recovery operation. The equipment proposed by the Contractor (and modified in any subsequent negotiation) shall be used in the performance of the work. It is the responsibility of the Contractor to supply additional equipment or make substitutions as appropriate, at no additional cost, to accomplish the work as described in the Contract in an efficient manner.

All rolling stock must, at a minimum, use low sulfur diesel and be equipped with the latest apparatus to minimize discharge of particulates and other contaminants to the air, or more stringent pollution control measures as negotiated in finalizing this Contract. The equipment utilized must be specifically designed for the use intended. Modified or "built-up" equipment will not be acceptable without Metro approval. The Contractor shall properly protect the equipment and place it in the charge of competent operators.

All major pieces of rolling stock such as front end loaders, track loaders, skid loaders, and shuttle trailers/bins furnished by Contractor shall be new and unused as of the beginning of this Contract, and all equipment shall be suitable in design and construction for arduous, heavy duty service in a solid waste transfer station operation. All equipment shall comply with all applicable laws and regulations.

Metro shall have the right, but not the duty, to purchase any or all equipment owned by Contractor at the expiration or earlier termination of this Contract, at its net book value as shown on Contractor's financial statements, which shall be no greater than the purchase price less accumulated depreciation claimed by Contractor on its federal income tax returns. Contractor shall provide to Metro, upon request, properly signed Financing Statements and all other necessary documents for Metro to secure its purchase options.

Contractor shall use rubber tires on all mobile equipment and bins operated in and around the facility and shall use due care in their operation to avoid damaging the tipping floors and other facilities.

21.0 FUEL STORAGE

A Metro-approved fuel storage area is available on-site for a Contractor-supplied tank. The Contractor shall ensure compliance with all regulations if an on-site storage tank is utilized.

22.0 COMPACTORS

Two Metro-owned SSI Model 4500 compactors are to be used in the compaction of waste.

23.0 MAINTENANCE REQUIREMENTS- GENERAL

Unless otherwise specified, the Contractor shall be responsible for the maintenance and repair of the facility, all Contractor-furnished equipment, and all Metro-furnished equipment and facilities, including all plumbing, mechanical, and electrical systems and components, drainage structures, fixtures and devices related thereto, or which form a part of, or are installed therein.

The Contractor shall provide a comprehensive facility maintenance plan that assists in extending the functional life of the facility and the critical equipment within the facility. The facility maintenance program shall include at least the following elements:

- Essential care- which includes preventing failure from occurring, with tasks such as detailed cleaning, lubrication, alignment, balancing, operating procedures, adjustments and installation procedures.
- Fixed time maintenance- a schedule under which parts and or lubricants are replaced regardless of condition such as belt and fluid replacement.
- Condition monitoring- which includes a thorough inspection process that includes inspections done by operators and crafts people to vibration analysis, oil sampling, pressure checks, etc.
- Documentation of all of these elements for review and analysis of downtime statistics and improvement and life extension

All work completed under this contract shall conform to recommendations of the manufacturer or accepted industry practices. The Contractor shall not alter, remodel or remove Metro furnished equipment without advance written notice approval from Metro.

Equipment covered by a manufacturer's warranty shall be operated and maintained in accordance with the terms of the warranty. All repairs or adjustments covered by the manufacturer's warranty shall be referred to an authorized representative of the manufacturer.

Contractor shall make all necessary repairs that are not covered by the terms of the manufacturer's warranty, for whatever reason, unless specifically excluded in this contract. The Contractor will use manufacturer-recommended parts in preventative or repair maintenance, unless Metro approves substitutions.

The Contractor shall be responsible for replacement/repair of any Metro-owned equipment or facilities lost, damaged, destroyed, worn out, stolen, or rendered inoperable, due to Contractor's negligence, including but not limited to Contractor's failure to operate or maintain the equipment in accordance with the manufacturer's recommendations as contained in the appropriate manual (a list of which is contained in the Appendix) or these Specifications.

Contractor shall maintain an inventory of spare parts as recommended by the manufacturer and as necessary to minimize down time.

All stationary equipment shall be suitably painted and/or finished so as to present an acceptable appearance in the opinion of Metro.

Upon completion of the Contract, Contractor shall return to Metro the Metro-furnished equipment in a condition that reflects normal wear and tear.

Contractor shall provide a written contingency plan for priority equipment (as defined by Metro) repair or replacement to prevent delays in the daily operation of the facility. For this section, delays are defined as impeding unloading, recovery or reloading of materials for disposal or recovery.

The Contractor shall furnish, at its expense, whatever backup or substitute equipment for Contractor-supplied equipment which may be required to continue operation in accordance with Contract requirements during the period when equipment is inoperable. Provisions must be made and approved by Metro, for a replacement dozer to be available.

- a) Buildings: The buildings shall be maintained in good condition at all times. Contractor shall repaint all painted surfaces on the exterior of the scalehouses, Contractor's offices, all break rooms and restrooms (excluding facilities associated with the onsite hazardous waste facility), and interior concrete walls every 24 months. Metro will supply latex paint for non-specialty

applications (for example, safety yellow cannot be provided) at no cost to the Contractor. Factory-finished metal wall panels of the buildings shall not be repainted. Contractor shall repaint all safety devices in the transfer station bays and wash rack such as bollards, entrances and exits, traffic dividers, etc. every 24 months or as needed (in Metro's sole determination and at its direction). The type of paint, color, and method of application shall be subject to review and approval by Metro prior to commencement of repainting work.

The Contractor shall be responsible for inspection, lubrication, adjustment, repair and maintenance of all building systems (excluding scalehouses and household hazardous waste facility) to include, but not necessarily be limited to, plumbing, sumps, degreasers, fixtures, heating, ventilating, and air conditioning systems, components, and devices; fire and dust suppression systems; radio communications equipment. Contractor shall replace any item, component, or device that is lost, damaged, destroyed, or which fails during the contract period shall be replaced by the Contractor. The Contractor will be required to clean storm water sumps as needed.. Contractor will ensure compliance with all permits and be responsible for all costs associated with permit compliance, including testing regimens.

- b) Weighing Systems: Maintenance and repair of weighing system scales and associated equipment will be performed by Metro at no expense to the Contractor. The Contractor will be required to clean the scale pits and decks monthly as part of Contractor's preventative maintenance program during times that are not disruptive to traffic flow.

Maintenance of the compactor weighing systems shall be the responsibility of the Contractor.

- c) Wash Rack: The Contractor shall maintain twice daily, or as needed, the existing wash rack. Contractor shall restrict use of the wash rack to commercial and industrial customers.

Daily maintenance will include the inspection of the truck wash sump, and cleaning as needed or at least weekly. Contractor shall conduct a general cleanup of the wash rack area as needed and at least twice daily. Weekly removal of all accumulated solids from catch basins shall be performed. Hoses must be maintained in operable condition and nozzles must be attached to hoses at all times. The operating pressure shall be such that commercial collection vehicles that use the facility can be cleaned adequately. The Contractor will be responsible for maintaining the sewer lines from the wash rack, and for all other parts of the wash rack as well, including their replacement.

Contractor shall supply shovels, brooms and waste containers for users of the wash rack.

- d) Drives and Pavements / Signage: Sealing and or painting/remarking of drives and pavements inside and outside of structures, but within the site's boundaries, shall be the responsibility of the Contractor, as needed or directed by Metro, at no additional cost to Metro.

Repair and patching of pavement shall be the responsibility of the Contractor, as needed or directed by Metro. Replacement of the pavement shall be done as needed, with either the Contractor acting as Metro's agent or through Metro contracting directly for this service.

Additional or replacement signage shall be provided by the Contractor. All signs must be professionally prepared and mounted and shall be subject to Metro approval prior to purchase.

- e) Street Cleaning and Maintenance: The Contractor shall place a mobile magnet on each piece of rolling stock used as part of the operation. Additionally, the Contractor shall pull or push a mobile magnet that is capable of removing all ferrous metal daily, to collect all ferrous objects

from the truck wash facility, transfer station area, Transport Contractor's parking area on-site, the entrance and any and all other paved areas on the site.

At no time will customers be directed to back or drive over debris anywhere on or in the facility.

All areas will be kept clean using a regenerative air sweeper approved by Metro. These areas must be cleaned at least daily or as often as necessary, as determined by Metro.

- f) Housekeeping: Contractor shall maintain the overall site appearance at all times.
- Additionally, the Contractor shall clean exterior of all onsite buildings (except for the hazardous waste area) by pressure washing annually walls, roofs and gutters from the time operation commences, and at one month prior to completion of the Contract;
 - Steam clean exterior of the buildings as needed to remove stains in conjunction with the pressure washing of the exterior;
 - Clean interior of transfer buildings and truck wash and (excluding rafters, other metal structural supports and ceilings) by pressure washing annually;
 - Sweep and hose work, vehicle maneuvering and maintenance areas within the transfer station area daily at a minimum and wash with environmentally preferred detergent if necessary;
 - Immediately address and clean all spills when they occur;
 - Daily remove wastes from the cleaning process and not dispose of such wastes in storm drains or sanitary sewers.
 - The Contractor shall supply all equipment, supplies and labor for cleaning. Contractor shall use environmentally safe cleaning agents as determined in cooperation with Metro.

- g) Landscape Maintenance: Metro will be responsible for the landscaping at the site.

Contractor will be responsible for removing litter from the landscape areas as well as the other facility areas. Contractor will be responsible for utility billings, such as water related to landscaping activities. Contractor will be responsible for the repair of all structures such as drainage structures and fences. Cleaning of drainage structures and filters shall be considered routine preventative maintenance.

24.0 NUISANCE CONTROL

- a) The Contractor shall conduct the operation of the transfer station in a manner considered unfavorable for attracting or breeding rodents, birds and insects. An annual report shall be written and provided to Metro that details pest related activity, action taken and results experienced. Strict adherence to these specifications and operation procedures will reduce the potential problems to a minimum. In the event that rodent, bird or insect activity becomes apparent to Metro or the Contractor, the Contractor shall initiate supplemental vector control measures at its expense, including removal of dead animals.
- b) The Contractor shall control odor and dust on the site using proper waste handling methods. Contractor may perform alternative dust and odor control measures with the approval of Metro. Equipment will be operated within limits of noise regulations.

Contractor must meet or exceed OSHA or ACGIH recommended Threshold Limits Values for all regulated hazards. Contractor shall monitor all work areas for hazards including toxic substances, dust and noise at least annually.

Contractor shall not allow dust levels in customer areas to exceed 2.0 mg/m³ at any time. Dust suppression systems must be used anytime a visible cloud of dust is present in the work areas. Pushing or management of waste shall be accomplished in a manner as to prevent customers' exposure to dust while using the facility.

If in the sole opinion of Metro, odor, dust, noise or other hazards are not adequately controlled, then Contractor shall immediately correct the hazards at Metro's direction.

- c) The Contractor shall conduct at least two daily litter cleanup activities , once before 10:00 a.m. and once after 5:00 p.m. each day. Covered areas are to include the entire site (including the Hazardous Waste Facility area, Transport Contractor's parking area, landscape areas), both sides of Hwy 213 between the I-205 interchange and Washington St., and both sides of Washington St. between Hwy213 and the Abernethy Creek Bridge.

25.0 PERMIT COMPLIANCE AND IMPLEMENTATION

The Contractor will be required to operate the transfer station in complete compliance with all permits issued to Metro by regulatory agencies. Metro, as the facility owner, has the following permits:

- Solid Waste Disposal Permit from the Oregon Department of Environmental Quality
- Industrial Wastewater Discharge Permit
- Storm Water Discharge Permit
- Scale Permits

Other required permits or licenses are the responsibility of the Contractor. Likely examples include city business licenses and radio frequency permits.

The Contractor will be responsible for making any improvements or modifications in operating procedures necessary to stay in compliance with all such permits. Contractor shall pay any penalties levied by regulatory agencies for Permit noncompliance due to negligent operation or omission by the Contractor.

It is the responsibility of the Contractor to perform any testing required by the permits listed in this specification and to pay for all associated costs. Metro will be the point of contact for all regulatory contact concerning the permits.

Penalties for not complying with the permit requirements or exceeding discharge limits will be in addition to any other remedies available to Metro in the Contract.

26.0 UTILITIES

All utility charges, including water/sewer, electricity and telephone will be the responsibility of the Contractor, except the telephone charges for Metro personnel and the electricity for the Hazardous Waste Facility. The Contractor shall forward copies of utility bills to Metro as requested.

Contractor shall participate in the electrical supplier's Clean Wind Program by purchasing 100% of the electricity from energy generated by wind turbines. Metro shall be listed as the program participant for purposes of participating in the utility's recognition program and shall direct where the clean energy originates through Green Tags designations or other similar available mechanisms.

Contractor will also provide three portable restroom units for placement on site near the wash rack and transport trailer staging areas.

27.0 COORDINATION

The Contractor will be responsible for coordinating its activities with the waste Transporter or any other Metro Contractor as directed by Metro.

Metro will act as the arbitrator of any disputes between any and all contractors and/or disposal site operators connected with their work, regarding their performance of the work and the interpretation of the contracts involved. It will be the responsibility of the Contractor to prepare for and respond to complaints, charges, and allegations brought against the Contractor prior to any such arbitration meeting. The Contractor will also be required to present a monthly report summarizing activities during the prior month and plans and schedules for future activities. The organization of and invitation to any such meeting will be the responsibility of Metro.

28.0 REPORTING REQUIREMENTS

The Contractor shall establish and maintain an information system to provide storage and ready retrieval of Facility operating data and all financial information.

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Facility (except for Scalehouse functions). The Contractor shall maintain records of its costs in a manner that will permit, to the extent possible, the separate determination of the cost of providing service to 1) the general public, 2) commercial customers, and 3) waste by type. These records shall include, but not be limited to (as applicable): Maintenance records, equipment replacement records and schedules, and safety and accident reports; quantity of Acceptable Waste delivered to the Facility; quantity of Source-Separated recyclable materials received and sold; quantity of Recovered Materials produced and sold; quantity of compacted waste loaded for transport to disposal; and quantity and type of Unacceptable Waste handled. Metro shall have complete access to all such records.

The Contractor shall provide Metro with monthly reports within ten (10) calendar days of the end of each month, including, but not limited to, the following operating data (as applicable):

- Complaint forms, recommended actions, and/or actions taken;
- Any extraordinary occurrences affecting Metro;
- Status of operating equipment;
- Any correspondence between the Contractor and governmental bodies relevant to the Contract;
- Reports on near misses, accidents and incidents and their status;
- Status of the recovery operation, including: tons sorted; tons recovered; tons shipped; net value after transport; per ton labor and equipment costs
- Monthly sales of Recovered Materials (by material and price);
- Monthly quantity of waste compacted and loaded for transport to disposal (by facility);
- Quantity and type of Unacceptable Waste and Special Waste; and,
- Financial data and utility consumption as deemed appropriate by Metro.
- Sustainability measurements required in the Contractor's operating plan

The Contractor shall prepare an annual report subject to independent audit that incorporates a summary of the monthly operations reports for the preceding 12-month period summarizing all required data and records. This report shall be submitted to Metro within ninety (90) days after the end of each Contract year.

The Contractor shall prepare an operating and maintenance manual for the facility. The manual shall include waste handling procedures, the number and type of positions and equipment, routine maintenance requirements, and the contingency plans required above. The manuals shall be updated at least annually, or sooner if required by law, permit or major changes to the operations occur.

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**Appendix to Draft Review
for
RFP to Operate Metro South or Metro Central Station**

SPECIFICATIONS FOR METRO CENTRAL STATION

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INTRODUCTION

The purpose of the Specifications is to provide the Contractor with its operating and maintenance responsibilities for the Metro Central Transfer Station (MCS), located at 6161 NW 61st Ave., Portland, Oregon, as well as portions of the surrounding roadways.



General responsibilities include:

- Unloading activities must be managed efficiently by the Contractor to ensure the opportunity to recycle, a successful diversion level, efficient and safe customer throughput, high levels of customer satisfaction, maximum payloads, protection of the environment and coordination between responsibilities or other contractors.
- The Contractor is responsible for providing all rolling stock to accomplish the requirements of the contract as detailed herein. This includes the equipment necessary to store, move, load and unload waste and recyclables within or between the buildings on site as well as the necessary equipment and labor to clean, maintain and ensure Metro's assets are protected.
- The facility is equipped with three compactors, wood processing line, baler, mobile grapple, trucks scales and a wash rack. These systems as well as the other parts of the facility are the responsibility of the Contractor except as noted.
- Services provided by the Contractor shall be conducted in accordance with all state, federal and local regulations. Contractor shall maintain positive public and community relations.

1.0 PROJECT DESCRIPTION/GENERAL REQUIREMENTS

Metro will provide the Contractor use of the facilities located at 6161 NW 61st Ave., Portland, Oregon, and known as Metro Central Station (MCS) for performing the work under this Contract. All equipment and facilities provided by Metro at that site shall remain the property of Metro, except as specified herein, and shall be returned to Metro in good working order upon termination or completion of this Contract.

The Contractor shall be responsible for the security, proper operation, maintenance, repair and condition of all equipment and facilities furnished by Metro. The equipment shall be used exclusively to conduct waste transfer and material recovery operations and shall not be modified or removed from the premises except for purposes of repair or maintenance unless approved, in writing by Metro.

Contractor shall provide Metro with a full-service transfer station operation serving the disposal and recycling needs of the public, commercial collectors and industrial accounts, as designated by Metro. While the Introduction provides an overview of the work to be provided by the Contractor, below is a list of the major components and responsibilities of the Contractor for this Contract. Components of this project include:

- a) Pre-mobilization inspection of the facility
- b) Mobilization of equipment and personnel onto the site
- c) Providing safety equipment and safety/orientation training
- d) Coordinated contingency planning, training and preparedness
- e) Maintenance of safe and healthy operating conditions for all customers and employees
- f) Receiving waste, recyclables, white goods, covered electronic devices and tires on-site from the public, commercial haulers and industrial accounts.
- g) Monitoring waste acceptance, inspection and segregating Unacceptable Waste in accordance with these specifications and the required Contractor's Safety Procedures Manual, provided as an appendix to this document.
- h) Traffic control
- i) Provide the assistance of removing recyclables from within loads delivered by the public.
- j) Operation and maintenance of a Recycling Center/Area for source-separated recyclables.
- k) Removal of waste and recyclables from the Hazardous Waste Facility on-site.
- l) Materials recovery processing and providing vehicles and personnel to transport the source-separated and Recovered Materials.
- m) Operation and maintenance of Contractor-furnished equipment and Metro-furnished equipment and facilities; except the weighing system, scalehouses, portions of the main facility structures as noted and the Hazardous Waste Facility.
- n) Furnishing all supplies, materials, equipment and services for performance of the Contract.
- o) Litter control on-site and in designated areas on roadways approaching the facility. Use of magnets on all on-site rolling stock as well as cleaning equipment used daily for on site cleanup.
- p) Site security/control during all hours.
- q) Insect, vermin, dust and odor control.

- r) At least monthly meetings with Metro to report on progress achieved and any special problems encountered.
- s) Coordination with other contractors.
- t) Demobilization of equipment and personnel from the site upon completion or termination of this Contract, and return the site to its original condition as at the start of this Contract, normal wear and tear excepted.
- u) Assist with access problems during non-public hours.
- v) Provision of uniforms for all non-office staff.

2.0 HEALTH AND SAFETY PROGRAM REQUIREMENTS

Metro Contractors are required to comply with all applicable federal, state and local safety, health and environmental regulations including all Metro site-specific procedures applicable to the scope of work being conducted. All Contractors shall have, and adhere to, their own safety and health program. The guidelines presented in the Contractor's Safety Procedures Manual document are not an exhaustive list of all applicable requirements and regulations for the Contractor to conduct work for Metro. Instead, these guidelines highlight certain standards that may be applicable for the Contractor based on the scope of work.

Metro has specific written programs and procedures which are incorporated as appendices into this document or are available separately. In an effort to ensure a safe and healthful environment, the Contractor will abide by all Metro-specific work practices and guidelines.

It is essential that these rules and safety responsibilities are understood before starting work on Metro property. Violating safety requirements could jeopardize the welfare of the Contractor and/or Metro employees and customers and could result in expulsion from Metro property, and deny the Contractor the opportunity to be considered for future Metro contracts.

Metro updates this manual periodically. As part of the Contractor's obligation, the Contractor shall request from Metro an updated Contractor's Safety Procedures Manual annually throughout the term of the contract.

3.0 WASTE FLOW AND HOURS OF ACCEPTANCE

The facility will be open for the general public from 8:00 a.m. to 5:00 p.m., seven days per week. The facility will open six hours earlier for commercial and industrial accounts with automation tags, 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 Day and closed to the public on Thanksgiving. Metro reserves the right to prohibit or limit the type of customers that 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 these Specifications or the General Conditions, for costs or revenue losses either due to changes by Metro in the type of customers that may use the facility, or in a decrease in the number of hours the facility is open. Metro shall be entitled to a reduction in payment for any decrease in hours of operation in accordance with the deletion of work provisions of the General Conditions. For any increase in the hours of operation, Contractor shall be entitled to an increase in compensation in accordance with the additional work provisions of the General Conditions. Metro shall provide the Contractor with 24 hours written notice of any change in hours of operation or types of accounts that may use the facility.

Waste volumes will fluctuate daily, weekly, monthly and annually. The Contractor must be capable of handling these variations such that the operations at the transfer station are not impeded. For a detailed analysis of projected waste flow on an hourly, weekly, monthly and yearly basis, refer to the Appendix in this document. These projections are estimates only and shall not be regarded as guaranteed flows.

4.0 WEIGHING AND BILLING SYSTEM

Customer activity will be processed through Metro's weighing and billing system. Metro will operate the weighing and billing system located within the scalehouses and will admit the public, commercial haulers and industrial customers into the facility. Each vehicle shall be directed onto the scale by the Contractor. Metro employees operating the scalehouse shall make all determinations regarding fees to be paid by customers using the facility, based on posted rates or special fees negotiated with the Contractor.

Fees are currently based on weight of the material being dumped. Loads with recyclables may qualify for a reduced charge; Metro may require the customer to unload recyclables and reweigh the vehicle prior to unloading the waste.

The tare weights of commercial vehicles may be established by Metro and recorded so that the vehicles will not need to be re-weighed after unloading. Metro's automated weighing system utilizes RFID technology to identify the vehicle and its tare weight, and then weighs the vehicle and generates a ticket. The Contractor will not be allowed to operate the weighing system and will not be responsible for maintenance of the systems equipment, except for cleaning of the scale decks weekly, and scale pits monthly.

Maintenance of the scalehouse systems and the provision of janitorial services in the scalehouses will be the responsibility of Metro.

All recovered materials, compacted waste, and Unacceptable Waste shall be weighed by Metro prior to removal from the facility. The Contractor shall be paid based on the incoming weights established at Metro scalehouses for waste and source-separated materials for which individual prices have been established. Payment for recovered materials shall be established based on outgoing weights as established at the scalehouses, with destination manifests provided by the Contractor at the time of weighing.

The Contractor will coordinate its activities with Metro's scalehouse personnel. The Contractor shall provide and maintain a three-channel or approved alternate communication system (one of which will be reserved solely for emergency communications on-site), between all work areas (Contractor's and Metro's and any other contractors on-site) and the Contractor's spotters in the transfer station.

5.0 TRAFFIC CONTROL

The Contractor shall have responsibility for controlling the movement of traffic on- and off-site as needed. This shall include the optimal use of queuing lanes and unloading spaces, and the provision of personnel and equipment to direct traffic.

Contractor shall provide clear communication to each customer about the appropriate unloading area for each load. This should occur promptly to reduce delay to customer movement and traffic management to and from the tipping areas.

Once a load of waste arrives at the appropriate unloading area, spotters shall direct the load into the appropriate stall for unloading of the vehicle. These personnel shall be appropriately attired to be visible in all lighting conditions, equipped with flashlights or other signaling devices of sufficient brightness to be seen by customers and equipped with radios. These spotters shall ensure that the unloading area over which the customers travels and unloads is free of debris and that there is sufficient space for unloading to proceed in a safe and efficient manner. Spotters shall assist customers with unloading and information as needed. Spotters shall be trained in the unloading and load check procedures of Contractor's Safety Procedures Manual. Upon completion of unloading, spotters shall coordinate the exiting of vehicles to ensure a safe exit from the facility and remove any debris from the unloading area including around the stanchions at the edge of the pit.

The Contractor shall assist all disabled vehicles and remove them from the traffic ways if necessary.

Contractor shall obtain Metro's approval for proposed on-site traffic patterns and such approval shall not be unreasonably withheld. Metro may direct the flow of traffic at any time for any purpose.

If, in the sole opinion of Metro, the Contractor is providing insufficient personnel or equipment to alleviate traffic problems, the Contractor will have one hour to remedy the situation. If Contractor fails to remedy the situation within an hour of notice by Metro, penalties may be assessed.

6.0 ACCEPTANCE OF WASTE

The Contractor shall operate the facility to receive deliveries of mixed solid waste (both wet and dry) and source-separated materials on a seven-day per week basis from all varieties of customers previously described.

Contractor must ensure that the unloading activities are done in a safe manner in accordance with state, federal or local laws in addition to the Contractor's Safety Procedures Manual. Contractor shall visually monitor the activities of commercial and public users of the facility, and shall immediately correct safety hazards detected during the course of normal operations. Ongoing safety activities include inspecting incoming loads for unacceptable or hazardous waste, investigating all reported hazards and near miss situations, identifying vehicles with safety deficiencies and notifying Metro immediately.

Contractor shall keep an ongoing log of incidents, inspection activities, audits, complaints and follow-up actions and shall submit this log to Metro each month. Reporting forms and logs are included in the Contractor's Safety Procedures Manual.

7.0 REFUSAL OF WASTE BY THE CONTRACTOR

The Contractor may refuse to accept any waste at the facility if the Contractor can demonstrate that such waste is Unacceptable Waste as defined in this Contract. The Contractor shall immediately notify

Metro's Operations Supervisor in writing of its refusal of any waste and shall provide a written justification for such refusal.

For any portion of Unacceptable Waste that has been accepted and unloaded at the facility, the Contractor shall follow the procedures specified in the Contractor's Safety Procedures Manual. Contractor must keep records of the following information regarding any such waste that has been unloaded: date, time, vehicle license number, company and/or the individual's name and address, conversation regarding waste with such company representative or individual, pictures and approximate volume and weight of such waste. Contractor shall be deemed to have taken title to any waste it accepts without complying with this section.

The Contractor shall attempt to recover any Acceptable Waste from Unacceptable Waste, with an emphasis on tires, white goods and electronics devices.

8.0 LOAD CHECK PROGRAM AND MANAGEMENT OF UNACCEPTABLE WASTE

The requirements of this section are more fully explained in Contractor's Safety Procedures Manual, which includes Metro's Load Check Program and Medical Waste Acceptance Procedures. The requirements of the manual, and annual revisions, shall be binding on the Contractor and are incorporated in this Contract by reference. Contractor shall familiarize itself with the manual and its requirements, and shall avail itself of the training opportunities available from Metro's safety and emergency response programs as described in the manual.

Contractor shall follow Metro's waste acceptance protocol and procedures for conducting load checks and managing unacceptable and hazardous waste as contained in Contractor's Safety Procedures Manual. Contractor shall be bound by the requirements of the manual and any updates thereto.

Below is a summary of the responsibilities of the Contractor and Metro regarding load checking and managing Unacceptable Waste at the facility.

8.1 SERVICES PROVIDED BY CONTRACTOR

Contractor shall inspect all waste received in a manner which is reasonably necessary to determine whether or not such waste is Unacceptable Waste. Waste that is received at the transfer station shall be visually inspected before and while it is tipped onto the floor. Visual inspection shall be done by at least one person, whose primary duty is to monitor the tipping of waste. Contractor shall provide at least one trained hazardous materials employee (HazMat Technician) to be available during all hours of public waste acceptance, seven days per week, whose primary responsibility is to carry out the duties of these programs. At the conclusion of the visual inspection, if waste is not refused, title to the waste shall transfer to Contractor.

HazMat technicians shall conduct required load checks and follow-up activities in accordance with Metro's Load Check Program and Medical Waste Acceptance Procedures. Contractor shall provide to Metro a log of this activity along with documentation concerning Unacceptable Waste on a monthly basis.

Contractor shall be responsible for all costs associated with incidents or accidents created by movement or loading of Unacceptable Waste that was not spotted during tipping and was later discovered within the facility or loaded into a transport vehicle. This includes, but is not limited to, cleanup and decontamination costs of the facility floor, compactors and Transport Contractor's trailers.

Contractor shall be responsible for proper disposal of Unacceptable Waste that is delivered to the landfill, recycling market or waste burner as part of the contract.

8.2 SERVICES PROVIDED BY METRO

Metro will provide proper disposal of Unacceptable Waste if discovered prior to loading into a compactor conveyor, compactor or trailer, subject to Contractor's compliance with Contractor's Safety Procedures Manual. Metro personnel will contact generators of any Unacceptable Waste found by the Contractor and Metro personnel will make arrangements for the waste's removal and proper disposal.

9.0 MANAGEMENT OF ACCEPTABLE WASTE AFTER UNLOADING

After unloading, waste shall be managed in a manner to balance the goals of safe and efficient unloading of waste by customers; and the safe and efficient movement of Acceptable Waste for recovery and movement to markets, or loading for disposal in a timely manner .

Movement of the waste shall be coordinated with incoming loads such that a clean and unimpeded area is available for unloading at all times. Unloading vehicles shall not be made to back over or unload onto waste. Particular attention shall be paid to the removal of items on the floor that may puncture tires or otherwise damage customers' equipment or jeopardize their safety. Waste shall not be tipped outside the building.

Contractor shall alter operations as directed by Metro to ensure compliance with this section.

10.0 MATERIALS RECOVERY - GENERAL

Metro's goal is to maximize material recovery at its transfer stations. To this end, the Contractor is required to conduct materials recovery operations for both the public and commercial segments of the waste stream, in a manner consistent with the Contractor's proposal. Contractor shall also provide the following:

- a. Staffing: Operator must have a designated, qualified and skilled staff person to oversee the materials recovery operations at all times. Skills include experience with and knowledge of markets, marketing and material recovery facility operations. Contractor must demonstrate that it has the corporate resources to support this activity and this position including appropriate training and applicable professional certifications. Metro reserves the right to review and approve the employee that is designated to fill this position.
- b. Markets: The Contractor will be responsible for selecting the markets/brokers for recovered materials, as well as for all activities related to transporting the materials to market. Metro reserves the right to disapprove the Contractor's choice of vendors for the sale and other distribution of all recovered materials. Vendors must meet the following basic criteria:
 - i. Vendors must be fully permitted and in compliance with applicable federal, state and local laws, regulations, standards and conditions
 - ii. Recovered materials that meet vendor specifications may not be disposed in a landfill
 - iii. Vendors' operations must be environmentally sound and must not have a detrimental impact on air, land, or water quality, or on their surrounding neighbors.
- c. Disposal of source-separated recyclable materials (materials accepted under a separate posted price, brought to the facility by self-haul customers receiving a discount, or contained on the list in this section in uncontaminated form) is strictly prohibited. Contractor will arrange for and be responsible for all costs associated with removing tires, oil filters, anti-freeze, yard debris, and covered electronic devices from the entire

site, as well as any other material listed in this section that may have a negative market value.

- d. **Reuse:** Metro’s Regional Solid Waste Management Plan, as well as the state recycling hierarchy [ORS 459.015(a)] places a priority on reuse and recycling over energy recovery or disposal. Contractor shall remove reusables from the wastestream for reuse by an approved third party.
- e. **Reporting:** The Contractor will report monthly the weight of materials recovered as measured at the Metro scalehouse, by the amount for each market, and the revenue received by material. Contractor must develop satisfactory recovery and reuse reporting methods that include an analysis of the cost-effectiveness of recovering materials, and report the information monthly. The report shall include tons sorted/MRFd, tons recovered, tons shipped, net value after transport and per ton labor and equipment costs. For accounting purposes, material recovery must be treated as separate journal entries and must include costs for labor and equipment.

10.1 OPPORTUNITY TO RECYCLE – RECYCLING DEPOT

Unless otherwise approved by Metro, Contractor shall be required to provide a recycling depot, with Metro approved signage in the area and on the bins. Contractor shall provide new bins to receive source-separated materials from the general public at a location near the area for the public unloading designated in the facility operating plan provided by the Contractor. The purpose of the recycling station is to provide public customers with the opportunity to recycle materials. Metro shall have the right to add or delete materials from this list at any time. The recycling station will handle the following materials:

Aseptic & gable top containers	Books	Tires
Anti-freeze	Glass containers/jars	Used motor oil
Car batteries	Magazines	Window glass (non-safety coated)
Cardboard	Newsprint	Yard debris/wood
Carpet padding	Oil filters	Plastic tubs/bottles/plant pots/buckets
Covered electronic devices	Phone books	Plastic film
Scrap/mixed paper		
Ferrous and Non-Ferrous Metals- including:		
Aluminum	Cans (aluminum, steel, tin)	
White goods	Non-halon fire extinguishers	
Lawnmowers	Propane cylinders (5 gallons or smaller)	

All source- separated materials will be stored in containers furnished by the Contractor. The Contractor shall:

- Keep materials that are delivered as source-separated materials from being mixed.
- Assure the materials are properly prepared for market.
- Assure sufficient containers are available for use and have clear signage posted for users in the Depot area.
- Transfer materials to market in a manner that does not cause harm to the environment, litter, etc.
- Keep the Depot clean, organized and free from contaminated material at all times.
- Schedule sufficient pick-ups of recyclable materials to prevent excessive accumulation.
- Maintain warning signs, spill kits and safety equipment.
- Collect from Metro’s on-site hazardous waste facility, at no additional charge, any of the materials listed above.

10.2 WASTE RECOVERY FROM THE MIXED WASTE STREAM

The Contractor shall recover materials from incoming loads of mixed solid waste, including all loads originating at construction/demolition sites in accordance the Enhanced Dry Waste Recovery Program and the Contractors' Recovery Guarantee levels from loads of Recoverable Waste, without impeding the unloading and loading of waste as determined by Metro. Contractor may provide incentives to haulers to deliver high-grade loads rich in recoverable materials.

Metro agrees that certain loads, delivered in target vehicles will not be counted towards those recovery goals. The Contractor will propose, and implement with Metro's approval a procedure for documenting loads that cannot be sorted due to the following conditions:

- Loads that are identified and delivered pursuant to a Metro special waste permit; and
- Loads that are required by the generator to be destroyed due to law, legal edict or litigation issues
- Specific loads of Recoverable Waste that Metro deems inappropriate for recovery on a case by case basis, at the request of the Contractor

It will be the Contractor's responsibility to document such loads and report them to the scalehouse in a timely fashion so that the transaction detail can reflect the status of such loads prior to the end of the day that the load was delivered.

11.0 SUSTAINABLE OPERATIONS REQUIREMENTS

- a) Energy: Contractor shall prepare an energy efficiency plan for the transfer station that would result in reduced electricity and natural gas use, including estimated kWh saved as a result of the plan. It will be the Contractor's responsibility to purchase 100% of the electricity for powering the facilities from the utility provider's wind power program.
- b) Diesel Particulate Pollution Reduction: Contractor shall utilize equipment that either has engines that meet the US Environmental Protection Agency (EPA) Tier 4 off-road emissions standards, or engines that are retrofitted with emission control technology for use with off-road engines to reduce particulate matter (PM) emissions by a minimum of 85% for engines 75hp and greater, and by a minimum of 20% for engines between 25 and 75hp at point of installation. Emission control technology must be verified under the US EPA Voluntary Diesel Retrofit Program Verification Process, <http://www.epa.gov/otaq/retrofit/index.htm> and/or the California Air Resources Board (CARB) Diesel Emission Control Strategies Verification <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for the specified application. The CCV device must have a CARB Executive Order number (EO#) or be verified by EPA as part of an emission control technology package. It is desirable that such products not require the aid of secondary technologies or products.
 - It will be the Contractor's responsibility to adopt and enforce an idle reduction program for diesel equipment and vehicles on site. Policy must include the following:
 - The driver/operator of any vehicle/equipment subject to this section shall not idle the vehicle's primary diesel engine for greater than five (5) minutes at any location, except as noted in herein. The idling limit does not apply to:
 - Idling when queuing
 - Idling to verify that the vehicle is in safe operating condition
 - Idling for testing, servicing, repairing or diagnostic purposes

- Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane)
 - Idling required to bring the machine system to operating temperature,
 - Idling necessary to ensure safe operation of the vehicle.
 - No vehicle or engines subject to this regulation may idle for more than five (5) consecutive minutes.
 - Contractor will use a minimum of five (5) percent biodiesel blend in all diesel equipment (B5 biodiesel).
- c) Natural Resource Conservation: Contractor shall implement a recycling program for the worksite that meets or exceeds Metro's Business Recycling Requirements, which requires local businesses to recycle all types of paper and certain containers such as plastic bottles, aluminum cans and glass by:
- Separating paper, cardboard and containers (aluminum cans, plastic bottles and glass) for recycling.
 - Ensuring there are containers for collection of these recyclables.
 - Posting signs at collection areas, indicating which materials should be recycled.
 - Contractor will be responsible for creating and implementing a sustainable procurement policy.
 - Contractor shall, at a minimum, meet the requirements of Metro's stormwater permit with Oregon DEQ. In addition, Contractor shall propose a plan for further minimizing the consumption of water and the quantity of stormwater runoff from the site, including stormwater mitigation practices and any proposed changes to equipment, water systems, or operations. Plan will include estimate of potential water use reduction.
 - New construction projects and renovations over 10,000 square feet must be LEED certified.
- d) Toxics Reduction: Contractor shall use no products containing persistent, bioaccumulative toxics (PBT's) on-site and will make every effort to purchase products that do not create PBT's 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).
- e) Best Practices for Customer and Employee Health and Safety: If the Contractor proposes providing new sorting or processing equipment for material recovery, a dust collection or mitigation system must also be included.
- f) Reporting and Compliance: Contractor shall comply with all elements described in the proposal submitted to Metro for this contract. Contractor shall track monthly, and report annually demonstrating compliance with these practices, and provide an annual report to Metro on the sustainability requirements listed in this section, as well as other sustainability-related practices and accomplishments for the previous year. The first report will be due to Metro on January 31, 2011 and each year following for the duration of the contract.

Contractor shall comply with all elements described in the proposal submitted to Metro for this contract.

12.0 PREPARING AND LOADING WASTE FOR DISPOSAL - GENERAL

Contractor is responsible for preparing and loading waste destined for disposal. The majority of such waste will be loaded into Metro's Waster Transport Services Contractor's (Transporter or Transport Contractor) transfer trailers as shown as an attachment to this Contract. In addition, Metro may require

the loading of other parties' vehicles with other configurations at its discretion and the Contractor shall comply.

Waste shall be managed and loads prepared in a manner to maximize a road-legal payload for the vehicle being loaded. Contractor shall utilize the onsite compactors and is responsible for developing protocols consistent with the compactor manufacturer's recommendation to minimize maintenance problems and equipment damage (to both the compactors and associated conveyor systems as well as trailers receiving loads) while maximizing payloads.

The Contractor is responsible for the compaction and extrusion, into the Transport Contractor's trailers of a road legal payload of waste (also referred to as a bale). The Transport Contractor is responsible for positioning its trailers to the compactors for receiving the loads, removing the loaded trailers, and positioning the next.

The Contractor shall provide bales for loading in a timely manner during pre-arranged compaction hours. For purposes of this section, a "timely manner" shall mean whenever a transfer trailer is available at the compactor. Metro, the Contractor and Transport Contractor shall meet as needed to establish the compaction hours for which this standard applies. Generally, such hours will coincide with peak weekday delivery periods for the facility. Failure to provide loads in a timely manner shall be subject to penalties contained in this contract.

Contractor shall attempt to maximize payloads transferred in the Transport Contractor's trailers while minimizing overloads. Contractor will receive bonuses or deductions based on average payloads.

12.1 COMPACTOR OPERATIONS - GENERAL

Contractor shall operate and maintain the compactors in accordance with the manufacturer's recommendations, all applicable regulations and Metro's recommended practices specified below. Contractor shall prepare waste for loading consistent with the manufacturer's recommended practices and shall remove material that is inappropriate for compaction or that becomes lodged in the compactors. Contractor shall load only Acceptable Waste into the compactors.

12.2 LOADING THE COMPACTOR

Contractor shall follow the steps for building the bale as described in the operator's manual, and shall be responsible for loading the compactor so that it will function properly without jamming, puncturing the compactor or trailer walls, causing fire, explosion, or any other damage.

Contractor shall work with the Transport Contractor to maximize the operational efficiency of the station and equipment by preventing impromptu downtime, providing adequate staffing with proper training and building consistent legal load densities.

The compactor shall be operated in such a manner as to reduce spillage of garbage and moisture when ejecting the bale into the trailer. All waste spilled must be cleaned up after each bale is ejected.

12.3 TRANSFER INTO TRANSPORTER'S TRAILERS

A log shall be kept at each compactor to record all the information described below. The format shall be approved by Metro.

Prior to extruding a bale of waste into the Transport Contractor's trailer, Contractor is required to do a pre-load inspection of each trailer. The purpose of the inspection is to determine the condition of the

trailer. Contractor shall record the time, trailer number, inspector and any comments concerning the trailer's condition for every inspection. If the inspector believes the condition of a trailer is unsatisfactory for loading, Contractor shall inform the Transport Contractor's representative and Metro, who will decide whether a replacement trailer should be provided.

At the completion of extruding the waste into the trailer, the Contractor is responsible for installing a lock seal on the trailer, such as a flat metal seal that prohibits removal by hand. Each seal shall be marked with:

1. The letters MCS,
2. Three letters identifying the Contractor, and
3. A sequentially increasing set of at least four numbers (Example: MCS-CON-0000)

The time the bale was ready for extrusion, the time a trailer was available for loading, the seal number, and the weight of the load from the compactor readout will all be recorded in the log by the Contractor. Contractor shall also note whether the load contained special or suspicious waste, and whether the trailer has been damaged or is leaking liquids after loading.

It is the responsibility of the Transport Contractor to ensure that the seal was properly installed before the trailer leaves the staging/storage area. Once the Transport Contractor has verified that the seal is properly installed, the waste contained within the trailer is the responsibility of the Transport Contractor until the seal is broken at the landfill tipper.

If the Contractor improperly installs the seal, the Transport Contractor is required to notify the Contractor prior to leaving the Facility and request a new seal. The Contractor shall comply with any such requests. Failure to request a new seal will preclude Transport Contractor from any recovery for damages arising out of any improperly installed seal. In addition, the Transport Contractor can request removal of the seal to inspect the interior of the transfer trailer, its contents, and request and receive a new seal from the Contractor.

Each load sealed into the Transport Contractor's trailer will be weighed at the on-site scale system to determine the payload and whether the load is road legal. The weight of each load extruded into transfer trailers will be printed on a transaction ticket. This ticket will become the official weight record of the load and will serve as the basis of payment for the Transport Contractor, the Disposal Site operator, and the Contractor's Variable Compaction Maximization Adjustment. It will contain the date, time, container number, container tare weight, the seal number, and the weight of the load.

13.0 PARKING/STORAGE

Parking is available for use by the Contractor's employees in areas designated by Metro. All other parking or storage areas shall be approved prior to use. Metro reserves the right to change parking or storage areas as necessary.

On-site storage of equipment, rolling stock and supplies, for use in performance of the Contract, shall be permitted as space is available. Upon notice, Metro will have the right of access to all storage areas occupied by the Contractor. All materials stored or staged outside the buildings shall be in approved containers with lids or tarps to prevent storm water contamination.

A transfer trailer staging/storage area is provided at Metro Central Station such that the Transport Contractor can store up to four transfer trailers on-site, near the Contractors' offices. The Transport Contractor is responsible for shuttling (via a "yard goat" vehicle) an empty transfer trailer to the

compactor, and returning it to the staging area when loaded. The Transfer Station Contractor is responsible for sweeping and traffic marking the trailer storage area on site.

14.0 SECURITY

Contractor shall provide personnel for mobile/foot patrol of the site, 24- hours per day to prevent unauthorized site entry and/or facility misuse. Contractor shall have in place 24- hour staffed communication coverage including emergency communications equipment to include radio and cellular services. Security patrol backup and emergency situation response shall be available in addition to on-site personnel and shall be on-site in no more than fifteen minutes after the time of the original request for security assistance. Provision of these additional personnel shall be reimbursed in accordance with the General Conditions.

On-site security personnel's supervisors shall perform and document at least two unscheduled on-site inspections of such personnel (at least one of which will be between the hours of 11:00 p.m. and 4:00 a.m.) monthly and the inspections shall be noted and signed by the supervisor on a shift report kept by on-site security personnel and available to Metro.

Contractor shall replace any on-site security personnel at Metro's request.

Any on-site security staff or sub-contractor must comply with the Oregon Department of Public Safety Standards and Training Requirements pursuant to ORS 181.870-889.

All services provided under this specification shall be performed in accordance with the highest industry standards. Said performance shall include, but not be limited to, the reasonable handling of sensitive public and emergency situations. Contractor shall be liable for all damages resulting from its failure to provide adequate security.

15.0 INSPECTION

- a) Annual Inspection: Notwithstanding the annual review and inspection, the Contractor shall permit inspection of the Work by Metro, its representatives, and governmental authorities having jurisdiction over the Work, at all times.

Metro will inform the Contractor which of Metro's employees will be responsible for routine inspections, and what authority such inspectors will have.

In conjunction with the review of the Contractor's annual report, Metro may, at its own expense, review records of Facility performance over the previous contract year and inspect the Facility. The annual performance review may consist of an audit of all Facility operating records for the previous contract year. Audits may consist of:

1. An inspection of the physical plant and the Contractor's operating history, with emphasis on facility condition, safety and hazard mitigation
 2. A review of plant and equipment maintenance and replacement records
 3. A review of on-site or offsite accounting or bookkeeping data related to the receipt, recovery and disposal of all waste brought to the Facility
 4. Determination of continued efficiency and optimal operation of the Facility.
- b) Initial and Final: Prior to the start of work and prior to termination or completion of this Contract, Metro, accompanied by the Contractor, will inspect all items of Metro-furnished

equipment and facilities and shall jointly prepare a list of items requiring repair as a result of the Contractor's use. Final payment will not be made until the required repairs have been completed. Equipment and facilities that have deteriorated due to normal usage need not be repaired to a like-new condition.

16.0 PREFERENTIAL TREATMENT

The Contractor shall not, by act or omission, discriminate against, treat unequally, or prefer any user of the facility in the operation of the transfer station. Preferential treatment within the site will be considered a default by the Contractor and a breach of this Contract.

17.0 FIRE CONTROL

The site is provided with fire control equipment. The fire control equipment now on site shall remain for the Contractor's use. The Contractor shall provide 24-hour monitored alarm service for the Facility, including the Hazardous Waste Facility.

The Contractor shall participate with all third-party inspections of the facility, and shall comply with all results or recommendations of said inspections, at no additional expense to Metro.

18.0 NUISANCE CONTROL

- a) The Contractor shall conduct the operation of the transfer station in a manner considered unfavorable for attracting or breeding rodents, birds and insects. An annual report shall be written and provided to Metro that details pest related activity, action taken and results experienced. Strict adherence to these specifications and operation procedures will reduce the potential problems to a minimum. In the event that rodent, bird or insect activity becomes apparent to Metro or the Contractor, the Contractor shall initiate supplemental vector control measures at its expense, including removal of dead animals.
- b) The Contractor shall control odor and dust on the site using proper waste handling methods. Contractor may perform alternative dust and odor control measures with the approval of Metro. Equipment will be operated within limits of noise regulations.

Contractor must meet or exceed OSHA or ACGIH recommended Threshold Limits Values for all regulated hazards. Contractor shall monitor all work areas for hazards including toxic substances, dust and noise at least annually.

Contractor shall not allow dust levels in customer areas to exceed 2.0 mg/m³ at any time. Dust suppression systems must be used anytime a visible cloud of dust is present in the work areas. Pushing or management of waste shall be accomplished in a manner as to prevent customers' exposure to dust while using the facility.

If in the sole opinion of Metro, odor, dust, noise or other hazards are not adequately controlled, then Contractor shall immediately correct the hazards at Metro's direction.

- c) The Contractor shall conduct at least two daily litter cleanup activities, once before 10:00 a.m. and once after 5:00 p.m. each day. Covered areas are to include the entire site (including, the Hazardous Waste Facility area, Transport Contractor's parking area, landscape areas); both sides of Balboa Street between Highway 30 and Culebra; 61st Avenue between Culebra and Front Avenue; and Front Avenue between the city pump station and Doane Avenue.

19.0 HAZARDOUS WASTE FACILITY

Metro operates an on-site Hazardous Waste Facility that accepts household and commercially exempt generator (CEG) hazardous materials. It is the responsibility of the Contractor to provide traffic control to and from the Hazardous Waste Facility, and to obey any emergency orders given by Metro personnel in connection with that facility. Contractor may use the Hazardous Waste Facility to dispose of hazardous Unacceptable Waste accumulated from incoming waste in conformance with the Contractor's Safety Procedures Manual. Contractor shall remove all recyclables recovered at the Hazardous Waste Facility for no charge, and shall remove and dispose of Acceptable Waste generated at that facility. Contractor shall receive only its normal per-ton rate for removal and disposal of such Acceptable Waste.

20.0 ON-SITE PERSONNEL REQUIREMENTS

The Contractor shall provide sufficient on-site personnel to ensure efficient operation, maintenance and management of the facility (including separate operating areas for self-haul and commercial customers). During peak periods, or when some personnel are unavailable for whatever reasons, additional personnel shall be provided as necessary for the continued and uninterrupted operation and maintenance of the facility. The Contractor is responsible for identifying such trends and adjusting the number of personnel as required at no additional cost to Metro.

If Metro determines that additional personnel are needed, Metro shall direct the Contractor to provide additional personnel and Contractor shall supply the additional personnel as directed within two (2) hours of receiving the directive. Failure to provide such personnel shall result in penalties as defined in this contract.

To ensure proper staffing, Contractor shall submit a staffing plan for Metro's approval every three (3) months. The Contractor shall follow the staffing minimums listed below.

- a) During all hours of Commercial Waste Acceptance, the Contractor shall meet the following minimum personnel requirements:
 - One spotter per operating area to assist in the control of traffic, unloading of refuse, control of debris, maintenance of the site, recovery of recyclables from public loads, and the checking of receipts from all customers (minimum 40 hour hazwaste-trained). **Every Saturday in the months of March through September each year, Contractor shall provide twice as many workers for this or similarly tasked personnel in operating areas accepting self-haul waste.**
 - On-site security.
- b) During all hours of Self-Haul Waste Acceptance. In addition to the requirements listed above, the Contractor shall meet the following minimum personnel requirements during all hours of Self-haul Waste Acceptance:
 - One Superintendent or Foreman who shall be considered the representative of the Contractor in charge of the work.
 - One inspector whose primary duty is to monitor for suspicious waste and Unacceptable Waste, ensure compliance with Special Waste Conditions, conduct the load-checking program and ensure compliance with the Contractor's Procedures Manual.
 - One loader/equipment operator per operating area (exclusive of compactor operators).
 - Two traffic control laborers.

- One laborer, per operating area that is accepting self-haul waste to control traffic and to assist with the recovery of recyclable materials from loads, the processing of recovered materials for shipment to markets including the stripping of appliances, the high grading or processing of commercial loads if required. Every Saturday in the months of March through September each year, Contractor shall provide twice as many workers for this or similarly tasked personnel in operating areas accepting self-haul waste.
- One laborer dedicated to provide litter patrol and cleanup on and off site (8 hours per day).

The Contractor shall be required to train all personnel directly involved in performing the Work described in the Contract. All employees operating equipment shall receive documented training and acquisition of certificates as recommended by the manufacturer, on all equipment they are authorized to operate. All employees shall receive sexual harassment and diversity training annually. Supervisory personnel shall be familiar with the Contract Documents. At least one supervisor shall have read Metro's Regional Solid Waste Management Plan.

The Contractor shall ensure that, only to the extent that their essential job responsibilities require it, personnel are sufficiently proficient in speaking, understanding, reading, and writing English to enable them to perform their essential job responsibilities. For example:

- Supervisory personnel must be able to read, understand, and explain the Contract Documents and other written materials such as OSHA rules and safety manuals, must frequently communicate with public customers, and must occasionally write reports, letters and other documents;
- Equipment operators must be able to communicate orally with the other staff and customers concerning proper tipping operations, Unacceptable Wastes and emergency procedures; and
- Spotters and traffic control personnel must be able to communicate orally with public customers, with whom they will be in constant contact, concerning proper parking and tipping activities, to answer operation questions concerning recycling rules and Unacceptable Wastes, and to provide safety information in an emergency.

This requirement shall not be implemented in a manner that illegally discriminates on the basis of national origin, and in no event shall the requirements of this paragraph be interpreted to permit, condone, or encourage illegal discrimination against any person on the basis of national origin. If the Contractor determines that it is unable to comply with this paragraph without engaging in illegal discrimination on the basis of national origin, then Contractor shall not comply with this provision. If Contractor makes such a determination, then Contractor shall immediately inform Metro of its conclusion to that effect in writing, and Contractor shall work with Metro, at Metro's request, to address this issue in a non-discriminatory way.

21.0 TRANSFER STATION EQUIPMENT

Contractor shall use adequate equipment, suitable for heavy-duty service in connection with a solid waste transfer station and materials recovery operation. The equipment proposed by the Contractor (and modified in any subsequent negotiation) shall be used in the performance of the work. It is the responsibility of the Contractor to supply additional equipment or make substitutions as appropriate, at no additional cost, to accomplish the work as described in the Contract in an efficient manner.

All rolling stock must, at a minimum, use a low sulfur diesel B-5 fuel if diesel powered and be equipped with the latest apparatus to minimize discharge of particulates and other contaminants to the air, or more stringent pollution control measures as negotiated in finalizing this Contract. The equipment utilized must be specifically designed for the use intended. Modified or "built-up" equipment will not be

acceptable without Metro approval. The Contractor shall properly protect the equipment and place it in the charge of competent operators.

All major pieces of rolling stock such as front end loaders, skid loaders, and/or shuttle vehicles or trailers furnished by Contractor shall be new and unused as soon as feasible after the beginning of this Contract, and all equipment shall be suitable in design and construction for arduous, heavy duty service in a solid waste transfer station operation. All equipment shall comply with all applicable laws and regulations. Bins and or dumpsters used in the acceptance of source-separated recycling shall be new at the beginning of this contract, and replaced as needed through-out the term of the contract.

Metro shall have the right, but not the duty, to purchase any or all equipment owned by Contractor at the expiration or earlier termination of this Contract, at its Fair Market Value. Contractor shall provide to Metro, upon request, properly signed Financing Statements and all other necessary documents for Metro to secure its purchase options.

Contractor shall use rubber tires on all mobile equipment and bins operated in and around the facility, and shall use due care in their operation to avoid damaging the tipping floors and other facilities.

22.0 FUEL STORAGE

A Metro-approved fuel storage area is available on-site for a Contractor-supplied tank. The Contractor shall ensure compliance with all regulations if an on-site storage tank is utilized.

23.0 COMPACTORS

Compactors located in Bay 1 and Bay 3 are SSI models 4500SPH. They are equipped with remote controls that operate both the conveyor loading systems as well as the compactors. These compactors build a single bale.

The compactor located in Bay 2 is an SSI model 4000 that builds half bales. Contractor shall follow the steps for building the bale as described in the operator's manual.

24.0 MAINTENANCE REQUIREMENTS - GENERAL

Unless otherwise specified, the Contractor shall be responsible for the maintenance and repair of the facility, all Contractor-furnished equipment, and all Metro-furnished equipment and facilities, including all plumbing, mechanical, and electrical systems and components, drainage structures, fixtures and devices related thereto, or which form a part of, or are installed therein.

The Contractor shall provide a comprehensive facility maintenance plan that assists in extending the functional life of the facility and the critical equipment within the facility. The facility maintenance program shall include at least the following elements:

- Essential care- which includes preventing failure from occurring, with tasks such as detailed cleaning, lubrication, alignment, balancing, operating procedures, adjustments and installation procedures.
- Fixed time maintenance- a schedule under which parts and or lubricants are replaced regardless of condition such as belt and fluid replacement.
- Condition monitoring- which includes a thorough inspection process that includes inspections done by operators and crafts people to vibration analysis, oil sampling, pressure checks, etc.
- Documentation of all of these elements for review and analysis of downtime statistics and improvement and life extension

All work completed under this contract shall conform to recommendations of the manufacturer or accepted industry practices. The Contractor shall not alter, remodel or remove Metro furnished equipment without advance written notice approval from Metro.

Equipment covered by a manufacturer's warranty shall be operated and maintained in accordance with the terms of the warranty. All repairs or adjustments covered by the manufacturer's warranty shall be referred to an authorized representative of the manufacturer.

Contractor shall make all necessary repairs that are not covered by the terms of the manufacturer's warranty, for whatever reason, unless specifically excluded in this contract. The Contractor will use manufacturer-recommended parts in preventative or repair maintenance unless Metro approves substitutions.

The Contractor shall be responsible for replacement/repair of any Metro-owned equipment or facilities lost, damaged, destroyed, worn out, stolen, or rendered inoperable, due to Contractor's negligence, including but not limited to Contractor's failure to operate or maintain the equipment in accordance with the manufacturer's recommendations as contained in the appropriate manual (a list of which is contained in the Appendix) or these Specifications.

Contractor shall maintain an inventory of spare parts as recommended by the manufacturer and as necessary to minimize down time.

All stationary equipment shall be suitably painted and/or finished so as to present an acceptable appearance in the opinion of Metro.

Upon completion of the Contract, Contractor shall return to Metro the Metro-furnished equipment and buildings in a condition no worse than that which reflects normal wear and tear.

Contractor shall provide a written contingency plan for priority equipment (as defined by Metro) repair or replacement to prevent delays in the daily operation of the facility. For this section, delays are defined as impeding unloading, recovery or reloading of materials for disposal or recovery.

The Contractor shall furnish, at its expense, whatever backup or substitute equipment which may be required to continue operation in accordance with Contract requirements during the period when equipment is inoperable.

- a) **Buildings:** The buildings shall be maintained in good condition at all times. Contractor shall repaint all painted surfaces on the exterior of the scalehouses, Contractor's offices, all break rooms, restrooms (excluding facilities associated with the onsite hazardous waste facility), and interior concrete walls every 24 months. Metro will supply latex paint for non-specialty applications (for example, safety yellow cannot be provided) at no cost to the Contractor. Factory-finished metal wall panels of the buildings shall not be repainted. Contractor shall repaint all safety devices in the transfer station bays and wash rack such as bollards, entrances and exits, traffic dividers, etc. every 24 months or as needed (in Metro's sole determination and at its direction). The type of paint, color, and method of application shall be subject to review and approval by Metro prior to commencement of repainting work.

The Contractor shall be responsible for inspection, lubrication, adjustment, repair and maintenance of all building systems (excluding scalehouses and household hazardous waste facility) to include, but not necessarily be limited to, plumbing, sumps, degreasers, fixtures, heating, ventilating, and air conditioning systems, components, and devices; fire and dust

suppression systems; radio communications equipment. Contractor shall replace any item, component, or device that is lost, damaged, destroyed, or which fails during the contract period, unless specifically excluded in this contract. The Contractor will be required to clean stormwater sumps as needed. Contractor will ensure compliance with all permits and be responsible for all costs associated with permit compliance, including testing regimens.

- b) Weighing Systems: Maintenance and repair of weighing system scales and associated equipment will be performed by Metro at no expense to the Contractor. The Contractor will be required to clean the scale pits and decks monthly as part of Contractor's preventative maintenance program and during times that are not disruptive to traffic flow.

Maintenance of the compactor weighing systems shall be the responsibility of the Contractor.

- c) Wash Rack: The Contractor shall maintain twice daily, or as needed, the existing wash rack. Contractor shall restrict use of the wash rack to commercial and industrial customers.

Daily maintenance will include the inspection of the truck wash sump, and cleaning as needed or at least weekly. Contractor shall conduct a general cleanup of the wash rack area as needed and at least twice daily. Weekly removal of all accumulated solids from catch basins shall be performed. Hoses must be maintained in operable condition and nozzles must be attached to hoses at all times. The operating pressure shall be such that commercial collection vehicles that use the facility can be cleaned adequately. The Contractor will be responsible for maintaining the sewer lines from the wash rack, and for all other parts of the wash rack as well, including their replacement.

Contractor shall supply shovels, brooms and waste containers for users of the wash rack.

- d) Drives and Pavements / Signage: Sealing and or painting/remarking of drives and pavements inside and outside of structures, but within the site's boundaries, shall be the responsibility of the Contractor, as needed or directed by Metro, at no additional cost to Metro.

Repair and patching of pavement shall be the responsibility of the Contractor, as needed or directed by Metro. Replacement of the pavement shall be done as needed, with either the Contractor acting as Metro's agent or through Metro contracting directly for this service.

Additional or replacement signage shall be provided by the Contractor. All signs must be professionally prepared and mounted and shall be subject to Metro approval prior to purchase.

- e) Street Cleaning and Maintenance: The Contractor shall place a mobile magnet on each piece of rolling stock used as part of the operation. Additionally, the Contractor shall pull or push a mobile magnet that is capable of removing all ferrous metal daily, to collect all ferrous objects from the truck wash facility, transfer station area, Transport Contractor's parking area on-site, the entrance and any and all other paved areas on the site.

At no time will customers be directed to back or drive over debris anywhere on or in the facility.

All areas will be kept clean using regenerative air sweeper approved by Metro. These areas must be cleaned at least daily or as often as necessary, as determined by Metro.

- f) Housekeeping: Contractor shall maintain the overall site appearance at all times.

- Additionally, the Contractor shall clean exterior of all onsite buildings (except for the hazardous waste area) by pressure washing annually walls, roofs and gutters from the time operation commences, and at one month prior to completion of the Contract.
- Steam clean exterior of the buildings as needed to remove stains in conjunction with the pressure washing of the exterior.
- Clean interior of transfer buildings and truck wash and (excluding rafters, other metal structural supports and ceilings) by pressure washing annually.

- Sweep and hose work, vehicle maneuvering and maintenance areas within the transfer station area daily at a minimum and wash with environmentally preferred detergent if necessary.
- Immediately address and clean all spills when they occur.
- Daily remove wastes from the cleaning process and not dispose of such wastes in storm drains or sanitary sewers.
- The Contractor shall supply all equipment, supplies and labor for cleaning. Contractor shall use environmentally safe cleaning agents as determined in cooperation with Metro.

g) Landscape Maintenance: Metro will be responsible for the landscaping at the site.

Contractor will be responsible for removing litter from the landscape areas as well as the other facility areas. Contractor will be responsible for utility billings, such as water related to landscaping activities. Contractor will be responsible for the repair of all structures such as drainage structures and fences. Cleaning of drainage structures and filters shall be considered routine maintenance.

25.0 PERMIT COMPLIANCE AND IMPLEMENTATION

The Contractor will be required to operate the transfer station in complete compliance with all permits issued to Metro by regulatory agencies. Metro, as the facility owner, has the following permits:

- Solid Waste Disposal Permit from the Oregon Department of Environmental Quality
- Industrial Wastewater Discharge Permit
- Storm Water Discharge Permit
- Scale Permits

Other required permits or licenses are the responsibility of the Contractor. Likely examples include city business licenses and radio frequency permits.

The Contractor will be responsible for making any improvements or modifications in operating procedures necessary to stay in compliance with all such permits. Contractor shall pay any penalties levied by regulatory agencies for Permit non-compliance due to negligent operation or omission by the Contractor.

It is the responsibility of the Contractor to perform any testing required by the permits listed in this specification and to pay for all associated costs. Metro will be the point of contact for all regulatory contact concerning the permits.

Penalties for not complying with the permit requirements or exceeding discharge limits will be in addition to any other remedies available to Metro in the Contract.

26.0 UTILITIES

All utility charges, including water/sewer, electricity and telephone will be the responsibility of the Contractor, except the telephone charges for Metro personnel. The Contractor shall forward copies of utility bills to Metro as requested.

Contractor shall participate in the electrical supplier's Clean Wind Program by purchasing 100% of the electricity from energy generated by wind turbines. Metro shall be listed as the program participant for purposes of participating in the utility's recognition program and shall direct where the clean energy originates through Green Tags designations or other similar available mechanisms.

Contractor will also provide two (2) portable restroom units for placement on site near the public and commercial hauler tipping areas.

27.0 COORDINATION

The Contractor will be responsible for coordinating its activities with the waste Transport Contractor or any other Metro Contractor as directed by Metro.

Metro will act as the arbitrator of any disputes between any and all contractors and/or disposal site operators connected with their work, regarding their performance of the work and the interpretation of the contracts involved. It will be the responsibility of the Contractor to prepare for and respond to complaints, charges, and allegations brought against the Contractor prior to any such arbitration meeting. The Contractor will also be required to present a monthly report summarizing activities during the prior month and plans and schedules for future activities. The organization of and invitation to any such meeting will be the responsibility of Metro.

28.0 REPORTING REQUIREMENTS

The Contractor shall establish and maintain an information system to provide storage and ready retrieval of Facility operating data and all financial information.

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Facility (except for Scalehouse functions). The Contractor shall maintain records of its costs in a manner that will permit, to the extent possible, the separate determination of the cost of providing service to 1) the general public, 2) commercial customers, and 3) waste by type. These records shall include, but not be limited to (as applicable): Maintenance records, equipment replacement records and schedules, and safety and accident reports; quantity of Acceptable Waste delivered to the Facility; quantity of source-separated recyclable materials received and sold; quantity of Recovered Materials produced and sold; quantity of compacted waste loaded for transport to disposal; and quantity and type of Unacceptable Waste handled. Metro shall have complete access to all such records.

The Contractor shall provide Metro with monthly reports within ten (10) calendar days of the end of each month, including, but not limited to, the following operating data (as applicable):

- Complaint forms, recommended actions, and/or actions taken
- Any extraordinary occurrences affecting Metro
- Status of operating equipment
- Any correspondence between the Contractor and governmental bodies relevant to the Contract
- Reports on near misses, accidents and incidents and their status
- Status of the recovery operation, including: tons sorted; tons recovered; tons shipped; net value after transport; per ton labor and equipment costs
- Monthly sales of Recovered Materials (by material and price)
- Monthly quantity of waste compacted and loaded for transport to disposal (by facility)
- Quantity and type of Unacceptable Waste and Special Waste
- Financial data and utility consumption as deemed appropriate by Metro
- Compliance with sustainability practices required by this agreement

The Contractor shall prepare an annual report subject to independent audit that incorporates a summary of the monthly operations reports for the preceding 12-month period summarizing all required data and records. This report shall be submitted to Metro within ninety (90) days after the end of each Contract year.

The Contractor shall prepare an operating and maintenance manual for the facility. The manual shall include waste handling procedures, the number and type of positions and equipment, routine maintenance requirements, and the contingency plans required above. The manuals shall be updated at least annually, or sooner if required by law, permit or if major changes to the operations occur.

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**Appendix to Draft Review
for
RFP to Operate Metro South or Metro Central Station**

TECHNICAL APPENDIX

Technical Appendix

- LOCATION MAPS & SITE DRAWINGS
 - Map showing Regional Solid Waste Facilities
 - Site Plans
 - Floor Plans

- TONNAGE PROJECTIONS AND DELIVERY PATTERNS
 - 2007-08 tonnage by vehicle type and wet/dry split
 - Average daily/hourly tonnage and wet/dry split
 - Historical recovered commodity price information
 - Seven-year forecast with wet/dry, wood and organics
 - Forecast methodology
 - Waste composition by vehicle type
 - Electronic cost calculator

- HISTORICAL TONNAGE & PAYMENT INFORMATION
 - Total tons and loads
 - Recoverable waste and material recovery rates
 - Payment history
 - Copy of typical payment documentation

- OPERATIONAL INFORMATION
 - Utility data
 - Metro-furnished equipment and available operating instructions
 - Operating manuals for each station
 - Contractor's safety procedures - minimum requirements
 - Contractor's maintenance manual
 - Historical maintenance by equipment type by station
 - Permits
 - Special waste management procedures

- ENHANCED DRY WASTE RECOVERY PROGRAM REQUIREMENTS

- SUSTAINABLE PRACTICES REFERENCES
 - Metro sustainability goals, 2003 Council resolution
 - RSWMP Sustainable Operations work plan
 - Oregon DEQ Clean Diesel program