



REQUEST FOR PROPOSALS

REFUSE HAULING AND RECYCLE SERVICE

Contact Information

Oregon Zoo
4001 S. W. Canyon Road
Portland, OR 97221

Project Manager

Michael Weatherman, Project Manager
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Procurement Contact

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RFP 10-1542-ZOO

Notice is hereby given that proposals for RFP 10-1542-ZOO for: **Refuse Hauling and Recycle Service** shall be received by Oregon Zoo, 4001 S.W. Canyon Road, Portland, OR 97221 until **2:00 PM on October 22, 2009**. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. **All late Proposals shall be rejected.** **PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.**

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



INVITATION TO BID

The Oregon Zoo, a department of Metro, is requesting proposals for Refuse Hauling and Recycle Services. Proposals are due to be received (postmarks not accepted) no later than 2:00 p.m. Thursday, October 22, 2009 at Oregon Zoo Construction/Maintenance Division, 4001 SW Canyon Road, Portland, OR 97221, Attention: Michael Weatherman, Custodian Manager.

Contractor shall provide labor, equipment, and permits as required for a refuse hauling and recycling service contract at Oregon Zoo. All service performed under this contract will be to the highest industry standards for service of this type done by those normally engaged in this type of business and shall also be in compliance with all applicable codes and regulations.

The term of the contract is anticipated to be November 1, 2009 through October 31, 2014.

All bids must be submitted in sealed envelopes which clearly identify the item(s) as stated in the RFP. Proposal documents are available by contacting Melanie Briggs at Melanie.briggs@oregonzoo.org.

All proposals must conform to the INSTRUCTIONS TO PROPOSERS and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

Metro Code provisions 2.04.100 and 200 require all Bidders to follow and document a specific good faith outreach effort to State certified Minority, Emerging and Women-owned Businesses (MWESB). Certification of good faith compliance and a declaration of any actual utilization pursuant to both programs are required at the time of Bid Opening/Proposal Submission.

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Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service

INSTRUCTIONS TO PROPOSERS

PROPOSAL

The Oregon Zoo is soliciting Proposals for Refuse Hauling and Recycle Service (RFP 10-1542-ZOO). Proposals must be enclosed in a sealed envelope and mailed or delivered to the Oregon Zoo Construction/Maintenance Division, 4001 SW Canyon Road, Portland, Oregon 97221, Attention: Michael Weatherman, Custodial Manager, no later than 2:00 p.m., Thursday, October 22, 2009. The outside of the envelope shall plainly identify the subject of the Proposal, the opening date, and the Proposal number.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Proposal, or his authorized representative. All Proposals must be on the forms furnished by Oregon Zoo or they may be rejected.

Potential proposers may obtain proposal documents by emailing Melanie Briggs at melanie.briggs@oregonzoo.org.

For a tour of the site to examine the Oregon Zoo's waste generation, recycling and disposal systems, please contact Michael Weatherman at (503) 525-4291 or michael.weatherman@oregonzoo.org.

QUESTIONS

All questions relating to this RFP should be addressed in writing via email to Michael Weatherman, Custodial Manager, at michael.weatherman@oregonzoo.org and Melanie Briggs at Melanie.briggs@oregonzoo.org. The Oregon Zoo will not respond to questions received after 5:00 p.m. on October 16, 2009.

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.

COST OF PROPOSAL

This invitation to submit a proposal does not commit the Oregon Zoo to pay any costs incurred by any Contractor in the submission of a proposal or bid; or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the invitation to Proposal.

ERRORS/OMISSIONS

Any Proposal may be deemed non-responsive by the Project Manager if it is not on the forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; not in complete conformance with any and all conditions of the proposing documents.

MODIFICATION OF PROPOSAL

An offer to modify the proposal which is received from the successful Proposer after award of contract which makes the terms of the Proposal more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Proposer.

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WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal by written request which are received prior to the scheduled closing time for filing Proposals. Negligence on the part of the Proposer in preparing his or her proposal confers no right to withdraw the proposal after the scheduled closing time for filing Proposals.

LATE PROPOSAL

Proposals received after the scheduled closing time for filing Proposals will be returned to the Proposer unopened, unless such closing time is extended by Metro.

EXECUTION

Each Proposal shall give the Proposer's full business address and bear its legal signature.

Proposals by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Proposals by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Proposal is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the opening of Proposals or be submitted with the Proposal. Without such notice of authority, the Proposal shall be considered improperly executed, defective and therefore nonresponsive.

A Proposal submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

COMPLIANCE

Each Proposer shall inform itself of, and the Proposer awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES

Each Proposer shall obtain and include in his proposal the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Proposal or has participated in contract negotiations on behalf of Metro; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for Proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.



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IMMATERIAL VARIANCES

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Proposer in a proposal is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not. If a Proposer proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Proposer shall submit to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days prior to the Proposal opening date and time.
2. If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.
3. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Proposer.
4. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Proposers of record by issuance of an addendum at least seventy two (72) hours prior to the Proposal opening date and time.
5. Metro may in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

RECYCLED PRODUCTS AS PROPOSAL ITEMS

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Proposers are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Proposals submitted with such information shall receive preference consideration and post Proposal declaration or discovery shall not be allowed.

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Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are available from the Metro Procurement Services Division.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Proposers are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

TERMS

A Proposal may be rejected if it requires payment in less than thirty (30) calendar days after invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Proposal. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

WARRANTY / GUARANTY

Each Proposal for the furnishing of materials and equipment shall provide an explanation of both the Proposer's and manufacturer's warranties on materials and workmanship.

Every Proposal shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

SERVICE

Each Proposer shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY

Each Proposer shall provide a delivery schedule for each item offered. The successful Proposer shall notify the Oregon Zoo, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Proposers must present all necessary information indicating that the Proposer has met the standards of responsibility set forth in ORS 279B.110. Metro will make the final determination as to whether or not the Proposer is qualified to perform the work.

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue, Portland, OR 97232, (503) 797-1816.

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BASIS OF AWARD

The award shall be made to the responsible submitted Proposal with the highest evaluated score (see Evaluation Criteria). Any determination of Proposer's responsibility or responsiveness are subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all Proposals in whole or in part and to waive any irregularities in the best interest of Metro.

PROPOSAL CONTENTS

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

Staffing/Project Manager Designation: Identify specific personnel assigned to major tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project.

Experience: Indicate how your firm meets the experience requirements listed in Attachment "A" of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on your staff who worked on each of the other projects listed, and their respective roles.

Cost/Budget: Present the proposed cost of the services and the proposed method of compensation.

Exceptions And Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The individual must assure responsibility for any subcontract work and shall be responsible for the day-to-day direction and internal management of the contractor effort.

All proposals must conform to the format specified in Attachment "A", Section 1, Proposal Contents, answer all questions, be complete and submitted with the Cost of Services forms provided herein.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the proposal, or his¹ authorized representative. Incomplete responses will be deemed non-responsive and not considered as part of this competitive process. If you submit a proposal, please complete the enclosed Written Cost of Services Forms (3 pages), as well as company information as indicated on pages 14 and 15.

Additional information should be submitted on recyclable, double-sided recycled paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. If you are unable to provide a service, mark form "Not Available". Your proposal may be rejected if you cannot provide a high use service.

All proposal contents from successful vendor shall become part of the final scope of work.

¹ All references to "he" in this document shall include the feminine reference of "she."

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GENERAL CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Notice Of Award: Within fourteen (14) calendar days after the opening of Proposals, the Oregon Zoo will accept one of the Proposals, or a combination of Proposals, or reject all Proposals in accordance with the Basis of Award. The acceptance of the Proposal will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Proposal. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever, and Contractor should not proceed until in receipt of Notice To Proceed.
- F. Contract Acceptance: Through Proposal submission, each Proposer specifically agrees to all terms and conditions of the attached contract. In order to ensure equitable consideration of all Proposals, any requests for changes, additions or deletions to that contract must be requested in writing as part of and a condition to the Proposal. The Oregon Zoo reserves the right to consider and act upon any request for change as a proposed proposal withdrawal, and proceed to negotiate with the next highest responsive proposer.
- G. Contract Interpretation: The contract shall be construed as if written equally by both parties.
- H. Contract Execution: The successful Proposer shall, within seven (7) calendar days of Conditional Notice of Award, sign and deliver the above cited contract complete with all certificates of insurance as herein required.
- I. Insurance: The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents.
1. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
 2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

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Metro, its councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. The Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.

- J. Workers' Compensation: The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws. He shall provide the Oregon Zoo with certification of Workers' Compensation insurance including employer's liability.
- K. Foreign Contractor: A Contractor that is not domiciled in or registered to do business in the state of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and the Oregon Zoo shall be fully satisfied as to complete compliance prior to release of final payment.
- M. Notice of Assignment: The Oregon Zoo will not recognize any assignment or transfer of any interest in this contract without written request to the Project Manager by the new vendor.
- N. Hazard Communication: The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication. The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;
- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

For further information or clarification, contact the Metro Risk Management Division at (503) 797-1615.

- O. Failure To Perform: Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Proposer shall pay the difference between the accepted low Proposal price and the purchase price or accept an offset against any monies then owed by Metro.
- P. Patents: Contractor agrees to protect, to defend (if the Oregon Zoo requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of work covered by this contract.
- Q. Cancellation: The Oregon Zoo reserves the right to cancel this contract in whole or in part if the Contractor fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.
- R. Law Of State Of Oregon: This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

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“ATTACHMENT A” REFUSE HAULING, WASTE REDUCTION AND RECYCLING SERVICE PROPOSAL

Contractors shall submit a proposal including the information described in Section 1 of Attachment A (Proposal Contents), which shall be evaluated according to the criteria described in Section 2 of Attachment A (Evaluation Criteria). Proposals should be formatted to respond to evaluation criteria listed in 2.1 to 2.7 below.

It is intended that the successful contractor shall enter a partnership with the Oregon Zoo for the purposes of:

1. Enhancing and promoting waste reduction and recycling at the Oregon Zoo in order to reduce waste-to-landfill and enhance the highest resource use of waste materials
2. Reducing costs of waste management.

The proposal shall describe how the Contractor proposes to work with Oregon Zoo to provide professional refuse hauling services and to achieve these purposes. Proposals shall provide the following information, with responses referenced to the following paragraph numbers.

1. PROPOSAL CONTENTS

- 1.1 Contractors shall describe their experience in refuse hauling and in providing multi-material recycling services for commercial businesses or facilities. Such services shall include on-time and responsive refuse hauling, design and implementation of recycling services, and monthly reporting of costs, materials recovered and revenues, and may include assistance with development of recycling promotional materials including signs and instructional literature. Proposals shall provide information on the following:
 - 1.1.1 Brief description of firm's refuse hauling and recycling experience.
 - 1.1.2 Description of at least one customer for which commercial multi-material recycling services are provided that are comparable to the services described in Attachment B, including a description of the materials recycled and the method of aggregation (including mixing or commingling of material types), removal, processing and marketing.
 - 1.1.3 Sample of monthly report format for providing information on refuse hauling including tonnage and charges, and materials recycled including weight, revenues and rebates.
 - 1.1.4 At least two (2) references for customers of refuse and recycling services, including firm name, address, contact individual and phone number.
- 1.2 Brief description of refuse hauling services to be provided
- 1.3 It is anticipated that the successful contractor may wish to conduct a more detailed waste audit to identify opportunities to reduce waste generation, to add other materials for recycling, or to enhance the quality or capture rate of recyclable materials. Contractor should describe such audit if proposed. Cost (if any) for the audit shall be identified on the Written Cost of Services Forms, and shall, in the evaluation of proposals, be spread over three years.

Contractors are invited to propose partnership programs to reduce waste-to-landfill. The Zoo shall consider proposals for sharing of cost savings.

- 1.4 Contractors shall describe recycling equipment that they will provide and the method of preparation of materials and delivery to central storage location that will be expected of Zoo staff. Contractor shall demonstrate how proposed equipment and operations are compatible with current Zoo operations.

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- 1.4.1 Contractors shall examine the current methods of separating recyclable materials at their point of generation and propose the most feasible separation system, including identification of acceptable and unacceptable materials for each sort, based on the processing and marketing system that they will use.
- 1.4.2 Contractor may determine frequency for pickup of recyclable materials in conjunction with zoo staff. The cardboard drop box(es) shall be on-call service. Contractors shall propose how they will schedule pick-up. Currently recycling service for these materials is provided on an as-needed basis with a minimum of one pick-up per week, except during summer concert season when pick-up is twice a week. Due to heavier than expected visitation, it may be necessary for additional pick-ups on an on-call basis.
- 1.4.3 Contractors shall describe the processing marketing system, including any potential residue materials (i.e. properly prepared recyclable materials that are not marketable due to degradation of quality during collection and processing). Contractors shall list markets that they expect to use for each material, understanding that these may change over time.
- 1.5 Contractor will advise Oregon Zoo of any enhanced or additional recycling services as they become available, including recycling opportunities for additional materials such as post-consumer food waste. Contractors will identify any known additional processing or marketing capabilities that are planned for implementation within the coming year.
- 1.6 It is the preference of the Zoo that revenues derived from recyclable materials be shared by the Zoo and the Contractor, generally on a roughly equal basis, so that both parties have an incentive to increase recycling rates and revenues. Contractors shall provide a revenue-sharing formula, according to the following parameters:
 - 1.6.1 Rebates for Old Corrugated Containers shall be based on the first published price for each month in the Official Board Market news, times the weight of material recycled in that month. Contractors shall propose a formula and method of calculation.
 - 1.6.2 Contractors shall propose how rebates shall be determined for other materials listed in Written Cost of Services Form, Page 3 – Recycling Rebates. Contractors need not provide rebates for all materials recycled, however, the bid price will include calculation of the overall recycling rebate based on the estimated quantities of the materials for which rebate is provided.
 - 1.6.3 Contractors shall describe any other fees for recycling service.
 - 1.6.4 Contractors shall describe how each material will be weighed and how the weight data shall be transmitted to the Zoo. Weight will be provided for all materials, whether rebated or not. If some weights will be estimated, estimation methods will be described.
- 1.7 Contractor shall assist the Zoo with required reporting. Contractors shall identify any reports that will be necessary, such as the City of Portland Recycling Plan Form, and what the contractor will do to support that reporting.

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2. EVALUATION CRITERIA

Proposals shall be evaluated according to the following criteria. The maximum number of points for each criterion is identified. The maximum total is 100 points.

- | | | |
|-----|--|----|
| 2.1 | Qualifications and experience of contractor to provide refuse hauling and recycling services to the Oregon Zoo. | 20 |
| 2.2 | Demonstration that the proposed services will help the Oregon Zoo to enhance and promote waste reduction and recycling in order to reduce waste-to-landfill and achieve the highest resource use of discarded materials. Describe any training that may be provided. | 15 |
| 2.3 | Cost of services based on projected totals provided by the Zoo | 25 |
| 2.4 | Demonstration that the proposed services will help the Zoo to reduce or eliminate costs | 5 |
| 2.5 | Degree to which proposed refuse hauling and recycling services will be compatible with Zoo operations, including the number of days of service availability, availability of dispatch for pick-up, and company representative to facilitate operational functions. | 15 |
| 2.6 | Adequacy of proposed reports for weights, charges and revenues for both waste and recycling. (Based on Sample 1.1.3) | 5 |
| 2.7 | Firm should show measurable steps taken to promote MWESB participation on past projects. (i.e. percentage of project awarded to MWESB's, workforce utilization, or contracts awarded). | 5 |
| 2.8 | Proposing firm is certified as an MBE, WBE or ESB by the State of Oregon, and/or sub-consultants they are utilizing are certified. | 5 |
| 2.9 | Firm should display its company policies and practices with regard to workforce diversity. This could be demonstrated by workforce numbers reported of ethnic minorities and women. Also consider the firms written policies on recruitment and retention of a diverse workforce. (This should be more than simply a company's mission statement). | 5 |

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Refuse Hauling and Recycle Service

“ATTACHMENT B” SCOPE OF WORK REFUSE HAULING AND RECYCLING SERVICE CONTRACT

Contractor shall provide labor, equipment, and permits as required for a refuse hauling and recycling service contract at Oregon Zoo. All service performed under this contract will be to the highest industry standards for service of this type done by those normally engaged in this type of business and shall also be in compliance with all applicable codes and regulations.

General Specifications for all areas

- Coordinate all service with each facility including days and times of service.
- Provide a sufficient number of containers for debris collection.
- Ensure that exterior containers are lockable and in a child safe condition if located in a public area.
- Ensure the areas around the containers are cleaned and that no debris remains after the containers have been emptied
- Provide labeling of containers as necessary and ensure that containers are in compliance with all city, state and Metro rules and regulations
- Dry waste must be taken to a facility with a Metro-approved recovery program.

Material Pickup

- Specific pickup schedules and container locations shall be coordinated with each separate facility. Contractor shall respond to requests for changes in pickups and or containers within one (1) business day.
- All containers MUST be in place at the inception of the contract.
- The Contractor shall provide sufficient motor equipment to remove refuse and recyclables from the designated areas on the days of the week specified.
- The Contractor shall examine any and all peculiarities and limitations of the spaces available at each facility and shall exercise due caution to ensure that all parts of the work are performed quickly, and that easy accessibility is maintained for maintenance purposes. Before proceeding with the work, the Contractor shall check and verify all dimensions and shall assume all responsibility for the fitting of his equipment and materials to other equipment and structure.
- Collection service for all refuse and recycling containers shall be provided at the frequency specified in the contract. Pickups shall occur during Monday-Friday between the hours of 6:00AM and 5:00PM.
- Contractor may arrange for additional pickups of refuse as needed at the price quoted for the regularly scheduled pickup. Same day service is required if contractor is contacted by 10AM. After 10AM, service is required by 10AM the following business day. This collection must be provided within the business hours of 6:00AM and 4:30PM.
- Miscellaneous items of work and materials necessary to the complete performance of the work shall be provided whether or not mentioned in this contract.

Solid Waste Management

- Provide garbage removal for all facilities, properties, and buildings owned, leased or occupied by the Oregon Zoo.
- Coordinate all service with each facility including days and times of service.
- Provide a sufficient number of containers for garbage collection.
- Ensure that exterior containers are lockable and in a child safe condition.
- Ensure the areas around the containers are cleaned and that no debris remains after the containers have been emptied
- Provide labeling of containers as necessary and ensure that containers are in compliance with all city, state and Metro rules and regulations
- Dry waste must be taken to a facility with a Metro- approved recovery program.



Request for Bids RFP 10-1542-ZOO

Refuse Hauling and Recycle Service

Recycling

- Provide recycling services for all facilities, properties and buildings owned, leased or occupied by the Oregon Zoo.
- Provide all bags/labels/containers needed to implement its recycling program. Exterior containers must be lockable, child safe, carry a contact telephone number and be labeled as to the acceptable recyclables that can be placed in each one.
- Collect all recyclables in a timely manner.
- Collect recyclables such that the materials are suitable for acceptance at regional materials recovery facilities.
- Front, side and rear loading collection trucks of the fully enclosed, water tight, packer type or drop boxes shall be used in fulfilling the terms of this contract for recyclables collection. The recyclables shall be loaded into the vehicle in a manner that minimizes glass breakage and ensures no mixing of glass with paper recyclables.
- The term "recyclables" or "recyclable materials" shall include, at a minimum, the materials listed below and any other materials mutually agreed to by the Oregon Zoo:
 - glass bottles and jars;
 - aluminum cans and clean foil
 - steel and bi-metal containers, including empty paint and aerosol cans;
 - ferrous and non-ferrous scrap metal;
 - plastic bottles and tubs that are more than 6 ounces and less than 5 gallons, plastic flower pots and buckets less than 5 gallons;
 - plastic pallet wrap and polyolefin bags;
 - newspaper with colored inserts;
 - magazines, telephone books and catalogs;
 - corrugated boxes (excluding waxed cardboard or food-contaminated pizza boxes), which may be or may not be broken down and up to 48" x 72" maximum size shall be collected;
 - paperboard boxes (with food liners removed and no food contamination) and chipboard;
 - mixed office papers, including all glossy and uncoated papers, such as junk mail, computer printouts, copier paper, carbonless paper, paper bags and Post-It notes;
 - gable top and aseptic cartons.
- Contractor shall supply material preparation sheet that lists what is acceptable and unacceptable materials and any needed preparation.
- Any contaminated loads shall be reported to the facility contact.
- All recyclables shall go to high-end uses, in particular glass bottles must go to markets that make new containers or fiberglass. Metro must be notified of any proposed changes in markets and must give its approval prior to the any change.
- Advise the Oregon Zoo of any enhanced or additional recycling services or materials as they become available.
- Conduct an annual waste audits as requested.

Food Waste Program

- Company must participate in the City of Portland's compost program or equivalent. Materials shall include at a minimum the following:
- Food and compostable paper, including waxed cardboard and food-soiled paper, vegetative matter including grass, leaves, prunings, garden plants and brush.

Yard Debris Waste

- Provide yard debris removal for all facilities, properties, and buildings owned, leased or occupied by the Zoo.

Complaint Handling

- Work cooperatively and in the spirit of good faith with the Oregon Zoo to promptly resolve any concerns that occur relative to providing services as may be required.
- Respond to complaints by staff, residents, or Oregon Zoo representatives within one business day.



Request for Bids RFP 10-1542-ZOO

Refuse Hauling and Recycle Service

- Handle all queries and complaints, including recording all inquiries and complaints, taking appropriate action, and providing documentation of queries and complaints to Oregon Zoo representatives.
- Provide a dedicated telephone number for service requests, complaints, and queries. This number must be present on all exterior containers (garbage and recycling) and must be provided to each facility manager.

Reporting

To the fullest extent possible, the contractor shall:

- Provide monthly reports in Microsoft Excel within 30 days of the end of the month on the form provided by the Oregon Zoo in Attachment B.
- The monthly reports shall meet the following requirements:
 - the quantity of wet waste removed per month in tons (preferred) or cubic yards and the number and size of the containers pickups.
 - the quantity of any dry waste removed per month in tonnage or cubic yards and the number and volume of containers picked up.
 - The quantity of recyclables shall be reported by recyclable categories and will provide the quantity picked up in pounds or in container-equivalent volumes (e.g., if two containers are set out, one is full and one is ½ full, there would be 1.5 container-equivalents).
 - If actual weights of recyclables are not provided, the report will list conversion factors for each recycling category that identifies the weight (e.g., pounds) associated with one container equivalent of that material and the Contractor shall make that conversion to weight on the report.
 - Contractor shall weigh each type of recycling container annually or after significant changes to the recycling program to determine the conversion factors. Metro shall review the weighing process and approve of the conversion factors used in the report.
 - For each type of waste and recyclable category, list the facility that receives and processes that material.
- Provide an initial report at the beginning of the contract term on the recycling markets used by the facilities that process that material in terms of location (i.e., domestic versus export) and the type (i.e., what generic products are made). Report subsequently when any changes are made the processor or to the location and type of end markets.

Site Maintenance

- Carry litter clean-up equipment, such as a broom and a dustpan, and use it in the event of spillage or breakage by the collection crew
- Immediately pick-up and/or clean-up any refuse or recyclable materials (especially glass and paper) dropped while in the process of collections
- Carry absorbent material on the collection truck to be placed on the roadway by the contractor in the event of an engine or hydraulic oil leak or any other type of fluid leakage from the vehicle as a result of hose breakage or leakage of liquids collected. The absorbent material shall be cleaned up and removed by the Contractor.

Equipment

- Keep all vehicles clean and presentable and clearly marked on the exterior with the name and telephone number of the Contractor and any appropriate permit shall be clearly mounted on the vehicle
- The Contractor shall be solely responsible for all maintenance, repair, and upkeep of all contractor-provided collection equipment. The Contractor shall supply all fuel, oil, lubricants, parts, and service.
- Contractor shall carry litter clean-up equipment, such as a broom and a dustpan, and use it in the event of spillage or breakage by the collection crew
- Equipment shall be in satisfactory operating condition, and have current registration and tags.
- Equipment failure resulting in delay of collection shall be reported to the facility contact within two hours by the Contractor.

Safety

- Services shall be conducted in a responsible manner, taking care not to harm persons, damage Oregon Zoo property or Oregon Zoo equipment

Request for Bids RFP 10-1542-ZOO

Refuse Hauling and Recycle Service

- Precautions shall be exercised at all times to ensure the protection of all persons and property, and that the safety provisions of applicable laws, rules, regulations, building and construction codes shall be observed. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor.
- Barricades shall be provided by the vendor when work is performed in areas traversed by the public, or when deemed necessary by the Oregon Zoo

Ongoing relationship management

- The Oregon Zoo must be informed in writing and approve of any change in the ownership of firm and any change in the firm's ability to perform.
- Contractor shall maintain a current Emergency Contact.
- Provide the Oregon Zoo with copies of notices of violation or legal actions taken by all Regulatory Agencies against the Contractor within 14 days of receipt.
- Provide copies of complaints filed with the Department of Labor against the firm or principals of the firm.
- Provide the Oregon Zoo with notice (i.e., verbal is acceptable) of any awards received by the company or its employees within 30 days.

Pricing Escalation and Revenue Changes

Changes to contract pricing for garbage:

- Modification in the contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term of the contract shall remain firm/fixed.
- Written requests for price revisions after the first year period shall be submitted in advance of receipt of order to the Oregon Zoo Operations Department. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of the components, i.e. dumping fees, involved in the contract.
- The Oregon Zoo reserves the right to reject any price increase and to immediately terminate the contract.
- No expenses may be shown on the monthly invoice charges are associated with recycling collection, rental fees on recycling containers or any other aspect of the recycling service.

Recycling revenue changes and payment:

- Any revenue received for recyclables may vary no more frequently than monthly.
- The price Metro receives for its scrap paper is the amount (\$/ton) that the Contractor receives from its market for the grade of Mixed Paper Waste less \$15 per ton
- In December 2007, the Contractor received \$40 per ton from its market and would have paid Metro at the rate of \$25 per ton as quoted in its proposal.
- Changes to the market price can change the revenue received by Metro, but Metro may request documentation of that change must be provided upon request.
- Revenue shall be shown as a credit on the monthly invoice.

NOTICE TO ALL PROPOSERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



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

SAMPLE - STANDARD PUBLIC CONTRACT

Contract No. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____ whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

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

ARTICLE II TERM OF CONTRACT

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

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

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

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

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

ARTICLE VI INSURANCE

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

Request for Bids RFP 10-1542-ZOO

Refuse Hauling and Recycle Service

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence.. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

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

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

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to OR 316.167.

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

ARTICLE VIII ATTORNEY'S FEES

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

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



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

ARTICLE IX QUALITY OF GOODS AND SERVICES

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

ARTICLE X OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

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

Request for Bids RFP 10-1542-ZOO

Refuse Hauling and Recycle Service



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

- D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section M.
- E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279.037 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279.029 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

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

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

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

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

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

ARTICLE XIII SAFETY

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

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XV COMPLIANCE

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

ARTICLE XVI ASSIGNMENT

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

CONTRACTOR NAME

METRO

By: _____

By: _____

Date: _____

Date: _____

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



OREGON ZOO WRITTEN COST OF SERVICES FORM – PAGE ONE

INCLUDE IN PROPOSAL – PER ATTACHMENT ‘A’ - ITEM 2.3 COST OF SERVICES (REFUSE)

Proposal due date – 2:00 PM,
October 22, 2009

PROJECT: REFUSE HAULING AND RECYCLING
SERVICE CONTRACT

RFP 10-1542-ZOO
Project Manager: Michael Weatherman

(NOTE: Your quote must be based solely on the requirements stated in the Request for Proposal and must remain in effect for 60 days. In order for your proposal to be accepted, all of the following information must be provided. Contract will be awarded for *three years* of refuse hauling and recycling services based on annual estimates, less anticipated revenue (A + B - C = Total Net Quote). All tipping fees must include all fees, including any environmental surcharges.)

REFUSE HAULING SERVICES			
SPECIFICATION DESCRIPTION	ONE SERVICE COST	COST OF HAULING & TIPPING FEES TIMES ESTIMATED SERVICES PER MONTH	TOTAL EST. HAULING COSTS TIMES 52 WEEKS
ONE 30-YARD SUMMIT COMPACTOR RECEIVER BIN SERVICE	\$ _____	\$ _____/MO ESTIMATE 6 PER MONTH	(1) COST/YR \$ _____
TIPPING FEES EST. BIN = 8 TONS/SERVICE		\$/TON X 8 TON \$ _____ X 8 = \$ _____	(2) COST/YR \$ _____
ONE 20-YARD MARATHON COMPACTOR RECEIVER BIN SERVICE	\$ _____	\$ _____/MO ESTIMATE 6 PER MONTH	(3) COST/YR \$ _____
TIPPING FEES EST. BIN = 6 TONS/SERVICE		\$/TON X 6 TON \$ _____ X 6 = \$ _____	(4) COST/YR \$ _____
ONE 40-YARD DROP BOX (MISC.)	\$ _____	6 SERVICES/YR = \$ _____	(5) COST/YR 6 SERVICES/YR \$ _____
TIPPING FEES EST. 4 TONS/YR		\$/TON X 4 TON \$ _____ X 4 = \$ _____	(6) COST/YR \$ _____
A. TOTAL REFUSE COST PER YEAR:			SUM 1-7 \$ _____

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service

**OREGON ZOO
WRITTEN COST OF SERVICES FORM = PAGE TWO**

**INCLUDE IN PROPOSAL – PER ATTACHMENT ‘A’ - ITEM 2.3 COST OF SERVICES (RECYCLING)
PROJECT: REFUSE HAULING AND RECYCLING SERVICE CONTRACT**

RECYCLING & COMPOSTING SERVICE CHARGES (Contractors to provide missing data by filling in blanks.)						
MATERIAL	EST POUNDS /YR ²	CONTAINER SIZE	EST. # OF HAULS PER YR	COST PER HAUL	OTHER FEES (ANNUALIZED ³) NOT ASSOCIATED WITH HAUL, DESCRIBE	ANNUAL COST
CARDBOARD	81,000	(2) 30 yd	12	\$ _____		\$ _____
COMMINGLE	271,000	(4) 3 yd bins	12	\$ _____		\$ _____
SCRAP METAL	40,000	10 yd	4	\$ _____		\$ _____
YARD DEBRIS	130,000	40 yd	10	\$ _____		\$ _____
DEMOLITION DEBRIS	130,000	40 yd		\$ _____		\$ _____
FLORESCENT TUBES	?		2	\$ _____		\$ _____
PLASTIC FILM	?		2	\$ _____		\$ _____
VEGATIVE FOOD WASTE*	190,300		56	\$ _____		\$ _____
*At the zoo's discretion, the recycling services for these items may be eliminated from this contract at any time during the contract term.						
LIST OTHER MATERIALS TO BE RECYCLED BELOW (WITH OR WITHOUT REBATE)						
				\$ _____		\$ _____
				\$ _____		\$ _____
LIST ANY OTHER CHARGES						
ITEM OR SERVICE	ASSUMPTIONS				ANNUALIZED COST	
Waste Audit	One-time charge: \$ _____				\$ _____ ALLOCATED OVER 3 YRS	
Office Recycling Containers					\$ _____ EACH	
Desk Side Recycling Containers					\$ _____ EACH	
Building Recycling Containers					\$ _____ EACH	
Extra Pickup Charge					\$ _____ EACH	
B. TOTAL ANNUAL RECYCLING SERVICE COST:					\$ _____	

² Tonnages are based on 2008 services. Grades may differ in proposed services. These grades will be used for cost comparison.

³ Other fees must be described in proposal

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



PROPOSAL FOR: REFUSE HAULING & RECYCLING SERVICE CONTRACT

TO: Construction/Maintenance Division, Oregon Zoo
4001 S.W. Canyon Road
Portland, Oregon 97221-2799
ATTN: Michael Weatherman, Manager

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

REPRESENTATIVE/CONTACT: _____

TITLE: _____

FEDERAL SOCIAL SECURITY IDENTIFICATION NO. _____

IN WITNESS hereto the undersigned set his/her hand this ____ day of _____, 2004.

If Individual

Signature of Contractor

Printed Name of Contractor

Title

If Partnership or Joint Venture

Name of Partnership or Joint Venture

By: _____

Printed Name of Person Signing

Title: _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this __ day of _____, 2004.

Name of Corporation

State of Incorporation

By: _____

Printed Name of Person Signing

Title: _____

Request for Bids RFP 10-1542-ZOO Refuse Hauling and Recycle Service



Contractors submitting proposals certify that:

- ___ is or ___ is not an Oregon Resident Contractor (ORS 279.029)⁶. Other State Residence: _____
- All federal, state and local sales taxes and use taxes are included in the stated proposal price(s).
- It has/will comply with Oregon tax laws (ORS 305.385)
- It has/will not discriminate in obtaining subcontractors (ORS 279.111)
- It has not/will not discriminate against minorities, women or emerging small business enterprises in obtaining any required subcontracts for goods or services (ORS 279.111).

REFERENCES: PLEASE PRINT OR TYPE THE FOLLOWING:

NAME OF FIRM **PHONE**

CONTACT PERSON NAME AND TITLE

ADDRESS **CITY** **STATE/ZIP**

TYPE OF WORK PERFORMED

NAME OF FIRM **PHONE**

CONTACT PERSON NAME AND TITLE

ADDRESS **CITY** **STATE/ZIP**

TYPE OF WORK PERFORMED

NAME OF FIRM **PHONE**

CONTACT PERSON NAME AND TITLE

ADDRESS **CITY** **STATE/ZIP**

TYPE OF WORK PERFORMED

⁶ For information concerning exact language of ORS279 and Metro Code, please contact the Contracts Office at (503) 797-1816.