

**PORTLAND STATE UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
RESOURCE MANAGEMENT SERVICES**

**RFP No. SJH 030303**

**Steven J. Hopf, Purchasing  
(503) 725-5244 – Fax (503) 725-5594**

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**Proposal Data**

Commodity Title: **Resource Management** provider for recycling and on-site refuse hauling services at Portland State University.  
Buyer: Steven J. Hopf, Purchasing Manager  
Buyer Phone/Fax: 503/725-5244 / 503/725-5594/ e-mail: shopf@pdx.edu  
Date Issued: April 10th, 2003

**Proposal Opening**

Day/Date: Friday, May 16, 2003  
Time: 2:00 p.m.  
**Location/Address:** PSU's Purchasing Office  
(Deliver Proposals here) 1633 SW Park Ave Room 67  
Portland OR 97201

Mailing Address: Portland State University  
Purchasing Office  
PO Box 951  
Portland OR 97207

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## ADVERTISEMENT

Date: April 10, 2003

Faxed to 503.

To: Portland Daily Journal of Commerce

Please place the following announcement in your Official Call for Bids section for your next issue.

Portland State University (PSU) is requesting proposals (RFP) for a **Resource Management** provider for recycling and on-site refuse hauling services at Portland State University.

Additional copies of the (RFP) document are available from PSU's Purchasing Office, Room 67 Extended Studies Building, 1633 SW Park Ave., Portland, OR, 97201 or by calling 503/725-3441. Sealed proposals will be accepted at PSU's Purchasing Office, Extended Studies Building, 1633 SW Park Ave, Room 67, Portland OR 97201, until **2:00 p.m., Friday, May 16, 2003** at which time proposals will be opened in Room 67 Extended Studies Building and publicly identified. No proposals will be accepted after the specified date and time. Proposals may be rejected for non-compliance with any proposal requirements and procedures, or for good cause upon a finding that it is in the interest of PSU to do so. Questions about this RFP, may be directed to 503/725-5244.

Submitted by Steven J. Hopf, Purchasing Manager

Please send the invoice and tear sheet to: Portland State University, Purchasing Office, PO Box 951, Portland OR 97207-0951.

## INTRODUCTION & BACKGROUND

- 1.1 Purpose.** The purpose of this Request for Proposals (RFP) is to select a Resource Management provider. Portland State University (PSU) recognizes that any supplier will provide on-site refuse hauling and recycling services for whatever level of service the buyer chooses to purchase. PSU also recognizes that the typical approach in the marketplace to providing these services is to charge a management fee in addition to the cost of hauling and disposal. *This is not the type of approach PSU desires.* **Rather, PSU is prepared to make an extraordinary commitment to the right partner(s) and develop a compensation base that is tied directly to contractor performance allowing the successful Contractor to share in the savings achieved under this program. This rewards a successful Contractor for bringing technical expertise, process discipline, best industry practices, new technologies, metrics and industry talent to implement a successful program.**

1.2 **Program Objectives.** The proposal should outline a program to meet the following objectives: 1) Seek continual improvement in PSU resource use and assist the University in implementing resource efficiency innovations; 2) Optimize current garbage hauling, disposal and recycling services; 3) Develop a detailed tracking, reporting and invoicing system.

1.3 **Background Information.**

History/Location: PSU is Oregon's urban public university. Founded in 1946 as Vanport Extension Center of the Oregon State System of Higher Education, it became Portland State College, a separate degree-granting institution in 1955, and was re-named Portland State University in 1969. PSU is now Oregon's largest university in terms of students, serving approximately 22,000 students (excluding extension students). The 45-acre campus adjoins the central business district of Portland. The campus contains over 40 buildings totaling 3.5 million square feet of office and academic space. A campus map can be found in Attachment A.

History of Recycling at PSU: PSU has a long history of attempted campus recycling programs with the first program starting in 1969. While a number of waste reduction and recycling projects for aluminum cans, glass, plastics and cardboard have been initiated over the years, a comprehensive recycling program for these items does not exist. Current efforts are piecemeal at best, requiring significant effort by individual students, staff and faculty. From 1998 to 2002 several concerned groups and individuals conducted research on PSU's wastestream, including at least three campus waste sorts (see Section 1.4). These waste sorts indicate that a significant portion of PSU's wastestream is readily recyclable. With this history in mind, PSU is now ready to implement a full scale recycling program.

Existing Waste Disposal and Recycling Practices at PSU: A detailed description of existing locations and/or facilities to be serviced under contract(s) issued pursuant to this RFP can be found in Existing Level of Service, Attachment B (described at current service levels under existing management systems).

- Solid waste is collected nightly by a janitorial staff that transports garbage bags to a series of dumpsters located throughout campus.
- The current hauler empties the dumpsters five days a week and charges PSU a flat fee based on the volume capacity of the dumpsters.
- In addition, a 20-yard drop box is filled with garbage collected by PSU crews in outdoor public trash cans and other limited sources.
- Coupled with some of the dumpsters are 3-yard containers for cardboard recycling.

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- Three 20-yard drop boxes used for scrap metal recycling, landscaping debris for composting, and construction debris for recycling are emptied when full.
- At two sites, vendors who rent space from PSU use rollcarts provided by the hauler to collect glass, plastic, and aluminum beverage containers.
- Mixed paper is collected separately in most office suites in 60-gallon barrels. PSU's janitorial service collects this paper from individual offices and then transfers this material to 7 palletized Gaylord containers in a centralized sorting and storage area. A paper recycler (separate from the current refuse hauling Contractor) then picks up these containers.
- Three self-service recycling rooms are available to the PSU community for the recycling of glass, aluminum, plastic and paper. Currently, these rooms are not well advertised, organized or utilized. As a result, the recycling of materials other than paper is negligible.
- The garbage and recycling services for PSU residence halls are currently managed directly by College Housing Northwest (a non-profit separate from PSU). PSU will be taking over the contracting of these services for PSU's residence hall buildings and the locations and estimated quantities are outlined in the Existing Level of Service, Attachment B, as well.
- Tenants in the residence halls are responsible for bringing their personal garbage and recycling to one of seven outdoor garbage and recycling screened enclosures located throughout campus. Residents can recycle glass, plastic and aluminum containers, paper and cardboard in a commingled system consisting of rollcarts and dumpsters. Residence hall janitorial crews bring common area garbage to these outdoor garbage enclosures as well. The current hauler (which is different than the hauler used for the rest of the PSU campus) services the outdoor garbage and recycling enclosures on a regular scheduled (outlined in Existing Level of Service, Attachment B). This hauler currently charges a flat rate based on the volume capacity of the dumpsters.

**Refuse and Recycling Quantities:** Landfilled and recycled quantities for the main campus (not including residence halls) for Fiscal Year 2002 are summarized below (July 2001 through June 2002). An estimation of the current composition of materials being landfilled (main campus) are summarized below as well, based on 2000 and 2002 waste sorts conducted by the University with assistance from Community Environmental Services. Based on this information, PSU recycles approximately 15% of the current wastestream. Waste sort results indicate that a majority of our landfilled wastestream is readily recyclable. A waste sort of the residence halls has not been completed.

**PSU Garbage and Recycling, FY 2002 (not including residence halls\*\*\*)**

<b>Annual Average</b> (based on volume estimates)	Quantity Landfilled	Quantity Recycled
General Garbage	2170 Tons	
Construction Debris*	55 Tons	55 Tons
Landscape Debris**		70 Tons
Scrap Metal		50 Tons
Paper		205 Tons
Cardboard		40 Tons
<b>Total</b>	<b>2225 Tons</b>	<b>420 Tons</b>

\*Does not include construction and demolition debris materials (waste or recycling) from on-site subcontractor projects.

\*\*Landscape debris is sent offsite for composting.

\*\*\*Initial estimates indicate approximately 800 tons of garbage are generated annually in the PSU residence halls (not included in the values above).

Waste Composition of Materials Currently Being Landfilled

<b>Landfilled Materials*</b>	Est. % of Wastestream	Est. Annual Tons
Newspaper	8.8%	191
Cardboard	2.2%	48
Mixed Paper	12.5%	271
Cans	1.0%	22
Plastic Bottles	1.8%	40
Plastics	7.6%	165
Glass Bottles	7.2%	156
Tin/Metal	1.8%	40
<b>Total Recyclables</b>	<b>43%</b>	<b>933</b>
Compostables	37%	803
<b>Total Compostables</b>	<b>37%</b>	<b>803</b>
Garbage	20%	434
<b>Total Garbage</b>	<b>20%</b>	<b>434</b>

\* Not including construction debris that is currently being landfilled.

**1.4 Future Direction for Waste Minimization and Recycling at PSU:**

PSU expects to design a recycling program to meet the City of Portland's requirement to recycle at 50% of its wastestream. PSU will employ student recyclers to assist with the collection and transfer of recyclable materials to storage and staging areas. PSU will be contracting for the servicing of the PSU residence halls (in addition to the main campus) through this RFP. PSU expects the Contractor to work with the recycling program to maximize the recovery of recyclable materials and to minimize

waste production on campus. Ultimately, PSU wishes to expand recycling and waste reduction efforts to target construction and demolition materials, post-consumer food waste, electronic waste (like computers), plastic wrap, and more as the market permits.

## **2.0 PROPOSAL GROUND RULES**

**2.1 Definitions.** We will speak with you relatively informally throughout this Request for Proposals (RFP) in order to help the process be a little more human and friendly. Even though the language is informal, we intend to express clear expectations that are to be legally interpreted in our favor. We may, for instance, avoid use of the term “shall”; however, you will be expected to comply with whatever terms and conditions in this RFP apply to you.

**We / Us / Our.** These terms refer to the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University (PSU). They may also be used to represent various subsets of PSU organization, including as the context will indicate: Purchasing, including its Purchasing Manager.

**You / Your.** These terms refer to all recipients of this RFP. The term may apply differently to different classes of entities as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Proposer. This RFP also uses the following terms:

Vendor – All business entities which may provide the services.

Proposer – Any business entity submitting a proposal in response to this RFP for refuse hauling and recycling services.

Contractor – The Proposer whose Proposal in response to this RFP is found by PSU to best suit our interests. The Contractor will be selected for award, and will enter into a Contract for provision of the services described in both this RFP and the Contractor’s Proposal. It is possible that more than one Contractor will be selected.

**ORS.** Oregon Revised Statutes. The laws of the State of Oregon as enacted under the Oregon Constitution.

**OUS.** The Oregon University System, an agency of the State of Oregon, parent agency of PSU.

**PSU.** Means Portland State University used throughout the RFP document as either PSU or University. This refers to the main campus buildings in addition to the PSU owned residence hall buildings.

**Pickup.** Means the emptying of garbage containers and recycling containers.

**Refuse or Waste.** Includes all garbage, ashes, debris, rubbish and other similar waste material. Not included are hazardous wastes, explosives and incendiary waste and contaminated waste from medical and radiological processes.

**Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

**Sustainability.** Defined by the State of Oregon as “Using, developing and protecting resources at a rate and in a manner that enables people to meet their current needs and also provides that future generations can meet their own needs. Sustainability requires simultaneously meeting environmental, economic and community needs.” Governor John Kitzhaber’s Executive Order, EO-00-07, May 2000.

**Resource Management.** A strategic waste management approach to improve resource efficiency by reducing waste generation, beneficially reusing materials and increasing recycling of materials currently disposed of as waste. The Resource Management Contractor will enter into a combined effort with PSU to eliminate, reduce, re-use, recycle and as a last resort dispose of all wastes generated at PSU. The Resource Management contract approach is an innovative alternative to traditional waste management. Resource Management helps align customer and Contractor incentives in a new type of joint effort to cooperatively benefit from the financial rewards of waste diversion. This gain-sharing arrangement can achieve goals of continuous cost reduction, long-term waste minimization and materials recovery activities that are applicable to a wide variety of business and municipal services.

**Resource Management Services.** These are the value added services referenced throughout the RFP, including but not limited to, waste and recycling tracking, reporting, educational materials, training, and research. Resource Management Services do not include those services referenced in the Proposal Response Form, Attachment C, Section 1.

## 2.2 Proposal Expectations and Timeline.

- Propose a Plan. The Proposal shall provide a preliminary three-year plan that outlines the approach and methods for achieving the Program Objectives (Section 1.2) and the management of wastes per the waste hierarchy of 1) reduce/eliminate 2) reuse/return 3) recycle/compost and 4)

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- dispose. PSU understands that data in this RFP is limited and that the successful Proposer will refine their plan as they become more familiar with individual facilities. The plan in the proposal should provide methodology, labor, equipment and concrete opportunities for improvement in managing PSU's wastestreams. The proposal should also include an approach for program transition and a tentative schedule for implementing ideas proposed to meet PSU's programs' goals. Proposers can base their plan on existing levels of service (Attachment B) and the site tour to be conducted during the Proposers briefing.
- Subcontracting. It is understood that the primary supplier responding to this RFP may not have the capability to undertake all the tasks outlined. The successful candidate may develop agreements with subcontractors in order to provide and manage the full scope of services requested by PSU. PSU encourages subcontracting with Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses. The Contractor has full responsibility for the coordination of the Subcontractor's work, control of the quality, compliance with all federal, state and local regulations and ordinances, and fulfillment of schedules. A list of sub-contractors must be provided to PSU as part of the Proposal and must be updated regularly. PSU reserves the right to reject any subcontractor who does not meet the requirements listed herein.
  - Proposal Format. Proposers shall submit a proposal including the information described in the Proposal Submittal Guidelines (Section 3.0). The proposal shall be evaluated according to the Proposal Selection Process (Section 2.3). The proposal should be **limited to a maximum of thirty (30) pages, printed double-sided.** For sustainability reasons, please submit your Response (ten (10) copies) in loose leaf, single, unbound sets printed on **recycled paper containing a minimum of 30% post-consumer content** – Please Do Not Use Plastic Ring Binders and Dividers.
  - Clarification. Questions regarding this RFP should be directed in writing, preferably by fax, to the buyer specified on the title page not later than the Deadline indicated in the Proposed Time Line (see below). Answers, citing the question asked but not identifying the questioner, may be distributed in writing to all known Proposers who received the initial RFP. Written requirements are binding; but any oral communications between you and us are not.
  - Revisions. In the event it becomes necessary for us to revise any part of this RFP in response to your questions or interpretation of such questions, we will attempt to notify all Proposers of any substantive clarification provided to any inquiry. We may extend the due date if such information significantly amends this solicitation RFP or makes compliance with the

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original closing Date impractical. Only answers in writing will be binding. Oral and other interpretations or clarifications will not be binding.

- Proposer Responsibility. We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFP. By submitting a Proposal, you are presumed to concur with all terms, conditions and specifications of the RFP unless you have raised objection. We reserve the right to reject any proposal that deviates from our specifications. If at any time we discover deviations in your Proposal that are not identified as instructed, you will be subject to disqualification from consideration or cancellation of the contract.
- Issuing Office. PSU's Purchasing Office is the issuing office for this RFP. It is the sole point of contact during the Proposal process. Direct all questions or correspondence about the RFP process to the Buyer identified on the cover page.
- **Mandatory Site Visit: A mandatory site visit meeting will be held on Thursday, April 17, 2003, 9:00 a.m., Business Affairs Office Conference Room, 153-A Neuberger Hall, 724 SW Harrison.**
- Proposed Time Lines. These dates are for reference only; we may change these dates at our discretion. We will notify you if the Proposal Deadline dates changes.

RFP Issued		April 10, 2003
Mandatory Site Visit Meeting, PSU Campus	9:00 a.m.	April 17, 2003
Deadline for Clarification Questions		April 30, 2003
DEADLINE for RFP PROPOSALS	2:00 p.m.	May 16, 2003
Evaluation of Proposals		May 27, 2003
Selection of Apparent Successful Proposer(s) Announced		May 30, 2003
Protest Period – One Week, ending		June 6, 2003
Contracts Signed by		June 20, 2003
Contract Commencement		July 1, 2003

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- Delivery of Proposal. In order to be considered, Proposal responses must be properly sealed, correctly labeled and addressed, and must arrive no later than the date and time shown on page one, at the following address:

If hand delivering:

Portland State University  
Purchasing Office  
1633 SW Park Ave. Rm 67  
Portland, OR. 97201

If delivering through U.S.  
Postal Service:

Portland State University  
Purchasing Office  
PO Box 751  
Portland, OR. 97201

All methods of delivery, including the U.S. Postal Service, are in all regards the sole responsibility of the Proposer. Any and all costs associated with delivery methods shall be the responsibility of the Proposer, as well. Proposers should note that all mail or packages sent to PSU through the U.S. Postal Service are first centrally received and then distributed through PSU's internal, intra-campus mail system. PSU assumes no responsibility for any delays or other mail distribution problems with its internal mail distribution system. Thus, Proposers need to understand that their Proposal responses are to be received in the PSU Purchasing Office by the Proposal response deadline. Simply arriving at the PSU central mail receiving and distribution site does not constitute arriving at the PSU Purchasing Office. Any Proposal responses received after the Proposal response deadline will be rejected and returned to the Proposer unopened. Proposals which are not properly sealed or otherwise appear to have been altered may be rejected.

- Rejection Clause. We reserve the right to waive minor informalities in proposals or specifications and to reject any and all proposals; this includes the right to reject all proposals and cancel this RFP, upon written finding by PSU that there is good cause and it would be in the public interest to do so.

### **2.3 Proposal Selection Process.**

- Evaluation. We may request clarification of any proposal by phone, in writing or during an in-person presentation. We may reject any bid proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon finding that it is in the public interest to do so. PSU will appoint an Evaluation Committee that will evaluate, score and recommend award of a contract for Resource Management services. The Committee may be composed of (but not limited to) representatives from the offices of

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Facilities and Purchasing, PSU students, Community Environmental Services, Multnomah County and Metro. 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.

A. Qualifications and experience of Proposer to provide the services specified in the RFP, including Resource Management Services. Desirable qualifications include demonstrated support of regional business development and emerging small, disadvantaged, and minority-owned and women-owned businesses and qualified Rehabilitation Facilities.	10 points
B. Demonstration that the proposed services and Resource Management Plan will help PSU enhance and promote waste reduction and recycling in order to reduce waste-to-landfill and achieve the highest resource use of discarded materials.	15 points
C. Cost of service based on the Proposal response Form (Attachment C, all sections).	50 points
D. Degree to which proposed refuse hauling and recycling services will be suitable for PSU operations, including the number of days of service availability, availability of dispatch for pick-up, and availability of company representative to facilitate operational functions.	10 points
E. Adequacy of proposed report(s) for weights, charges and revenues for both waste and recycling (Section 3.1).	10 points
F. Description of method of continuous improvement including training, outreach materials, communications to ensure optimum exposure to new methods or opportunities, research on handling unusual items, etc.	5 points

- Award Announcement. After receiving the Committee’s evaluation summary, PSU Purchasing will announce the name of the apparent successful Proposer and then notify the apparent successful Proposer of the award. If after 10 days of the closing date you have not been notified, call the Issuing Office for the RFP results. Identification of the “Apparent Winning Proposer” is procedural only and creates no right in the named Proposer to award of the final Contract. Competing Proposers will be notified in writing (by Email or fax) of the identity of the apparent successful Proposer.
- Questions and Protests. Competing Proposers will be given five (5) business days (from notification) to review the RFP file and evaluation report at the PSU Purchasing Office and file a formal protest. Any questions or concerns about, or protests of, the evaluation process must be submitted in writing and delivered to the PSU Purchasing Office within five (5) business days of the date of the letter identifying the apparent successful Proposer. Following the end of the five (5) business day protest period, PSU will consider all protests received, if any, and:
  1. Reject all protests and proceed with final evaluation of the apparent successful Proposer and, pending the satisfactory outcome of this

- final evaluation, enter into an Agreement with the apparent successful Proposer; or
2. Sustain a meritorious protest(s) and reject the apparent successful Proposer as non-responsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation; thereafter, PSU may name a new apparent successful Proposer; or
  3. PSU may reject all proposals and cancel this RFP.

**2.4 PROPOSER CERTIFICATIONS.** EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTION. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.

- Financial Responsibility. We reserve the right, pursuant to Oregon Administrative Rules (OAR) 125-30-003, to investigate and evaluate, at any time prior to the award and execution of the Agreement, the apparent successful Proposer's financial responsibility to perform the Agreement. Submission of a signed Proposal will constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct an evaluation. We will notify the successful Proposer in writing of any other documentation we require, which may include but need not be limited to: recent income statements; current balance statements; assets-to-liabilities ratios, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; and credit history. Failure to promptly provide this data will result in Proposal rejection. We may postpone the award or execution of the Agreement after announcement of the apparent successful Proposer in order to complete our investigation and evaluation. Failure of the apparent successful Proposer to demonstrate financial responsibility, as required under OAR 125-30-003, will render the Proposer non-responsive and will constitute grounds for Proposal rejection.
- Tax Certification. By signature on this Proposal, the undersigned authorized representative of the Proposer, as required by ORS 305.385(6), hereby certifies, under penalty of perjury, that the Proposer is not, to the best of the undersigned's knowledge, in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- Signature Block. The signature of Proposer's duly authorized representative for this Proposal is required. An authorized representative of the Proposer must sign the proposal in INK. The undersigned

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representative must initial any alterations or erasures to the proposal in ink. The undersigned agrees and certifies that he/she: 1) Has read and understands all bid instructions, specifications, and terms and conditions contained herein; 2) Is an authorized representative of the Proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause for Proposal rejection or Agreement termination; 3) Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein and certifies that it has not and will not discriminate against minority, women-owned or emerging small business enterprises in obtaining any required subcontractors; 4) Will furnish the designated services in accordance with the RFP and Agreement; 5) Will furnish Proposer's federal tax identification number (FTIN) or Social Security Number with RFP submission; 6) Affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Proposer's knowledge the Proposer is not in violation of any of the tax laws described in ORS 305.380(4). The signature block should be formatted as follows:

RFP Submitted By: Name of Firm

\_\_\_\_\_  
Authorized Signature (IN INK):

\_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Tax ID: \_\_\_\_\_(required)

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

- Contact Persons. You should designate one or more persons to be responsible for your Response to this RFP. Please list the name(s), address, and telephone numbers of all such persons we may contact if we have questions regarding your Response. Our contact person representing PSU is the Buyer listed on the cover page.

### 3.0 PROPOSAL SUBMITTAL GUIDELINES

**3.1 Describe Experience.** Proposers 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:

- Brief description of firm's refuse hauling and recycling experience.
- Description of at least one (1) customer for which commercial multi-material recycling services are provided that are comparable to the services described in Existing Level of Service (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.
- Sample of monthly report format for providing information on refuse hauling including tonnage and charges, and materials recycled including weight, revenues and rebates. PSU desires that reports and billings be printed double-sided on post-consumer recycled paper (minimum 30% post-consumer).
- The Contractor must comply with all applicable regulations and policies governing the recycling, storage, transportation and disposal of wastestreams. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof. Describe your environmental and safety programs that apply to manage risks associated with the primary supplier function. Discuss the regulatory expertise of the Contractor staff you propose for PSU's program.
- At least two (2) references for customers of refuse and recycling services, including firm name, address, contact individual and phone number.

**3.2 Refuse Hauling Services.** The Contractor shall arrange transportation, scheduling and disposal of all non-recyclables. Provide a brief description of refuse hauling services to be provided. There are to be no volume guarantees on behalf of PSU. The objective of this program is to decrease the amount of waste sent to the landfill. It is presumed that the Contractor will start the program by providing the University with existing levels of service (see Attachment B). Include in your proposal how existing disposal service levels might change as recycling increases (from an operational and financial standpoint). The costs for such services shall be identified on the Proposal Response Form (Section 1, Attachment C). The Contractor must keep detailed records for each load destined for a landfill and separate out transport fees from disposal fees. Describe how

- you will measure and/or estimate the PSU waste that is ultimately landfilled.
- 3.3 Waste Reduction:** Identify opportunities to reduce the volume of waste generated at PSU (e.g. disposable food containers used in the food service area). Explain how you propose to implement and monitor waste reductions.
- 3.4 Alternative Services Proposals.** Provide a brief description of how services and costs would change with the introduction of alternative refuse management practices, such as a compacting system for some, if not all, of the refuse. Describe any alternative refuse or recycling management proposals.
- 3.5 Waste Audit.** It is anticipated that the successful Proposer may wish to conduct a more detailed waste audit to establish a mutually agreeable baseline and identify opportunities to reduce waste generation, to add other materials for recycling, or to enhance the quality or capture rate of recyclable materials. Proposer should describe such an audit, if proposed. The cost (if any) for this baseline waste audit should be accounted for in the cost of services outlined in Proposal Response Form (Section 1, Attachment C).
- 3.6 Recycling Services.** Proposers shall describe recycling equipment that they will provide and the expected method of preparation of materials. Proposer shall demonstrate how proposed equipment and operations are compatible with PSU's operations. PSU is open to innovative structures such that the University and the successful Proposer share in the benefits of recycling during high commodity markets and share in the risk during low markets. Costs (if any) for such services shall be identified on the Proposal Response Form (Section 1, Attachment C). Proposers shall describe how source separation and recycling programs will be designed and implemented while not increasing overall operational costs.
- Proposers 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.
  - Proposer may propose frequency for pickup of recyclable materials for approval by PSU staff. Proposers shall propose how they will schedule pickup. Currently, recycling service varies depending on the location.
  - Proposers shall describe the processing and 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). Proposers shall list markets

that they expect to use for each material, understanding that these may change over time.

- Proposers shall describe any other fees for recycling service(s).
- Proposers shall describe how each recycled material will be weighed and how the weight data shall be transmitted to PSU. Weight will be provided for all materials, whether rebated or not. If some weights will be estimated, estimation methods will be described.
- Proposers shall describe assistance and services that will be available to maximize the recovery of recyclable materials that result from special projects on campus, such as building clean-outs, tenant improvements, large events, etc.
- Proposers shall identify specific project personnel or teams that will be devoted to PSU's program. Include how Proposer staff devoted to PSU's program will interact or utilize overall company resources/expertise.
- Employee stability is essential to the program's success. What does your company do to maintain a stable workforce? Discuss the relationship that you plan to establish with PSU. Include in your discussion, where applicable, the relationship you propose to establish with students, staff, faculty and janitorial personnel.

**3.7 Enhanced Recycling Opportunities.** Proposer will advise PSU of any enhanced or additional recycling services as they become available, including recycling opportunities for additional materials such as post-consumer food waste. Please describe any opportunities that could be implemented within the coming year.

**3.8 Resource Management Plan.** Briefly describe your preliminary three-year plan that outlines the approach and methods for achieving the Program Objectives (Section 1.2):

- Seek continual improvement in PSU resource use and assist the University in implementing resource efficiency innovations;
- Optimize current garbage hauling, disposal and recycling services through the hierarchy of 1) reduce/eliminate 2) reuse/return 3) recycle/compost and 4) dispose.
- Develop a detailed tracking, reporting and invoicing system.

**3.9 Gain Sharing Proposal.** It is the preference of PSU that revenues derived from recyclable materials be shared by PSU and the Proposer so that both parties have an incentive to increase recycling rates and revenues. PSU is seeking a Proposer that can achieve competitive pricing on Resource Management Services. In consideration of the scope and the University's commitment to this program, the successful Proposer should be prepared to provide the Resource Management Services (as defined in section 2.1 and specified throughout Section 3.0) as a **value added service at no additional charge to the University**. The successful Proposer is expected to cover any additional expenses from

overall program savings. Within the first six months of the program, the successful Proposer(s) and PSU will establish a mutually agreed upon baseline. This baseline will serve as the current level from which diversion levels and cost savings will be measured. Proposers shall provide a revenue-sharing formula, according to the following parameters:

- Proposers shall propose how rebates shall be determined for the materials listed in the Proposal Response Form (Section 2, Attachment C). Proposers need not provide rebates for all materials recycled; however, the proposal price will include a calculation of the overall recycling rebate based on estimated quantities of the materials for which rebates are provided.
- Resource efficiency improvements will yield savings from areas including, but not limited to: avoiding hauling costs, avoided disposal costs, commodity revenue or other PSU cost savings the successful Proposer can document. Propose how you will establish a baseline against which cost savings can be measured and a process for validating cost savings and increased diversion.
- PSU intends to share documented savings that come from resource efficiency improvements proposed by the Contractor, including but not limited to: avoided hauling cost, avoided disposal cost, commodity revenue or other PSU cost savings the successful Proposer can document. Propose a gain sharing split for the three contract years in the Proposal Response Form (Section 3, Attachment C).

**3.10 Reporting Assistance.** Contractor shall assist PSU with required reporting. Proposers shall identify any reports that will be necessary, such as the City of Portland Recycling Plan Form, and what the Proposer will do to support that reporting.

**3.11 Process for Continuous Improvement.** Explain your process to provide continuous improvement over the term of the contract (audits, outreach, communications, training, etc.).

**3.12 Alternate Financial Proposals.** Alternative proposals reflecting this solicitation are encouraged to be submitted in addition to, *not in lieu of*, a fully responsive baseline proposal. Alternative proposals will not be included in the 30-page maximum (Section 2.2). PSU would look favorably on Proposals that tie gain sharing incentives to mutually agreed upon performance targets. For example, Proposers could propose fixed monthly costs and guarantee certain reduction in costs and increased diversion over the 3 years. The fixed cost must include all waste, recycling and Resource Management Services and be tied to current waste generation levels (e.g. pounds of waste per student). Alternatively, Proposers can establish performance targets tied to diversion levels and suggest gain sharing splits between PSU and their company. To facilitate preparation of an alternative proposal, only those differences from the baseline proposal must be included. A statement to the effect that any

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aspect of the baseline proposal not otherwise expressly modified and set forth in the alternative proposal should be included.

## 4.0 PSU CONTRACT PROVISIONS

*(In addition to those outlined in Standard Contract Provisions, Attachment D)*

- 4.1 Contractor shall provide all labor, equipment, and permits as required for a refuse hauling and recycling service contract at PSU. All service performed under this contract will be to the highest industry standards for service of this type and done by those normally engaged in this type of business and shall also be in compliance with all applicable codes and regulations.
- 4.2 HOURS OF WORK
- Contractor shall complete pickup of all refuse and recycling containers between the hours of 6:00 a.m. and 7:00 a.m., Tuesday through Saturday for the main campus buildings and no earlier than 7:00 a.m. Monday through Saturday for the PSU owned residence hall buildings.
- 4.3 PICK-UP REQUIREMENTS
- Pick-up includes emptying garbage containers and recycling containers. Contractor shall clean up from the ground(s) any garbage or recyclables spilled during the transfer process.
  - Contractor shall provide emergency pick-up service for any materials requested by PSU within 24 hours.
  - PSU shall have the right to visit and inspect any recycling sites owned, operated or used by Contractor. Contractor's improper dumping of materials identified by PSU shall be cause for immediate contract cancellation.
  - Contractor shall perform in a manner that eliminates undue noise, safety hazards or damage, and does not create unsanitary or unsightly conditions at the pick-up station(s) or on the campus at large. Drivers must operate vehicles with extreme caution and observe a speed limit of 10 mph.
- 4.4 ITEMS TO BE PROVIDED BY CONTRACTOR
- Trash Containers: Contractor shall furnish fixed hinged covered trash containers of the size and quantity required for the cubic yard or pound quantity listed in Existing Level of Service (Attachment B) and on the Proposal Response Form (Attachment C). Containers furnished for metal, construction and landscape material do not require lids. All containers must be approved by PSU prior to placement. Contractor shall maintain the containers in a clean, sanitary and serviceable condition at all times. Contractor shall steam clean and sanitize Smith Memorial Union containers twice monthly at a time mutually agreed upon between Contractor and Smith Center Operations. Contractor shall steam clean other containers upon request.
  - Recycling Containers: PSU will require approximately one-hundred and fifty (150) roll carts for collection and transport of recycling by PSU staff – a combination of 90-gallon and 60-gallon roll carts (depending

on location). In addition, PSU will require approximately six-hundred (600) 14-gal bins, three-hundred (300) 25-gallon containers, and five-hundred (500) cardboard desk-side paper containers to facilitate recycling services on the campus. These quantities represent the estimated need to accommodate PSU's recycling activities approximately 1-year into this contract. Therefore, delivery of these containers will be done on an as needed basis.

- Drop Boxes: PSU will require three (3) 20-cubic yard drop boxes for separation of bulk metals, yard debris and construction debris. One (1) additional 20-cubic yard drop box will be needed initially for refuse. Drop boxes should not have a retainer bar across the rear door. Drop boxes, stored in the designated area of the landscaping yard, shall be picked-up, emptied and returned within two (2) hours. Drop boxes should be sanitized as needed. Periodically, additional drop box service shall be provided when requested by authorized PSU personnel and billing MUST include a PSU project number from the requesting staff.
- Neuberger Hall: PSU will require specially sized rolling containers for Neuberger Hall (approximately 1 yard in size) that can fit building entrance ways and elevators (currently require 4 such containers).

#### 4.5 RECYCLING SERVICE

- PSU desires recycling service for the following products: cardboard, clear and colored glass, tin, mixed paper, bulk metal, yard debris, plastic bottles and pre-consumer food waste. PSU also requests recycling services (if available) for printer cartridges, batteries, aseptic containers and plastic film. There is also a strong desire to increase opportunities for recycling of other materials when there is the opportunity to do so.
- Contractors shall propose recycling equipment and services to be provided for the above materials. Pick-up service should be regularly scheduled to keep containers from overflowing.
- Contractor shall advise PSU of additional or enhanced recycling services as they become available.

#### 4.6 REPORTING REQUIREMENTS

- PSU desires to know how much material is being landfilled and recycled on a monthly basis. Contractor shall provide either a weight ticket or a volume estimate on all materials hauled to the landfill or recycled. In the case of volume estimate, Contractor shall weigh all containers at least four times per year (based on a mutually agreed upon schedule) to determine approximate average weights. The documentation and data from each weighing event will be provided to PSU. The weight and/or volume information shall be provided monthly, along with the bill.

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4.7 BILLING

- The Contractor shall provide monthly billing statements to PSU with all hauling costs separately stated from secondary material processing, recycling revenues/fees, or waste disposal tipping fees.
- Any extra costs for add-on services must be itemized by material and labor.
- Separate billing for auxiliary buildings including, but not limited to, the Smith Memorial Union and residence halls may be required.
- Billing statements shall be printed double-sided on recycled paper (minimum 30% post-consumer).

4.8 LENGTH OF CONTRACT

- This contract is written for a three-year period, renewable (in writing) for two additional optional one-year periods upon mutual agreement between PSU and the Contractor.

# ATTACHMENT "A"

## Map of PSU Campus

### Campus Public Safety Office

Services available 24 hours daily (503) 725-4407

### University Buildings

- G9 ART Art Building
- D4 ML Bradford P. Miller Memorial Library
- E6 CPSO Campus Public Safety Office
- E6 CH Chamer Hall
- E7 EH East Hall
- A4 XSB Extended Studies Building
- H9 FBC Fifth Avenue Business Center
- E8 CDM Fifth Avenue Cinema
- D10 FAB Fourth Avenue Building
- C7 ED Graduate School of Education
- A4 HH Header House
- C3 HSB Harrison Street Building
- A1 HGCDC Helen Gordon Child Development Center
- C2 HCEF Hoffman Hall
- A6 LH Lincoln Hall
- D6 MH Neuberger Hall
- E8 OND Ondine
- E4 PCAT Peter W. Stott Center
- C8 PCAT Portland Center for Advanced Technology
- E8 SA SEAS Annex (also CECS Annex)
- C7 SBA School of Business Administration
- A2 S1 Science One
- E2 S2 Science Two
- E6 SH Shattuck Hall
- C4 SBH Simon Benson House
- E8 SAB Sixth Avenue Building
- C6 SMSU Smith Memorial Student Union
- D8 UICB University Center Building
- A2 UHB University Hooves Building
- E7 USB University Services Building
- E8 UREN Urban Center Building
- A2 SVSC Systems Science Building

### Off-Campus Class Locations

**CAPITAL** CAPITAL Center  
18640 NW Walker Road  
Beaverton, OR 97006

**METRO** CIT Metro Center  
7726 SE Harmony Road  
Portland, OR 97222

**SALEM** Salem Center  
4061 Winans Place NE  
Salem, OR 97305

**UP** University of Portland/Army ROTC  
3000 N Willamette Blvd  
Portland, OR 97209

### Student Housing

- C1 ADLN Adeline
- C4 ELKS Blackstone
- C2 KINGA King Albert
- C3 MRYA Marysine
- C4 MONT Montgomery Court
- E8 OND Ondine
- A4 PRKW Parkway
- E2 STHL Saint Helen
- A3 STFR Stratford
- E2 WH West Hall

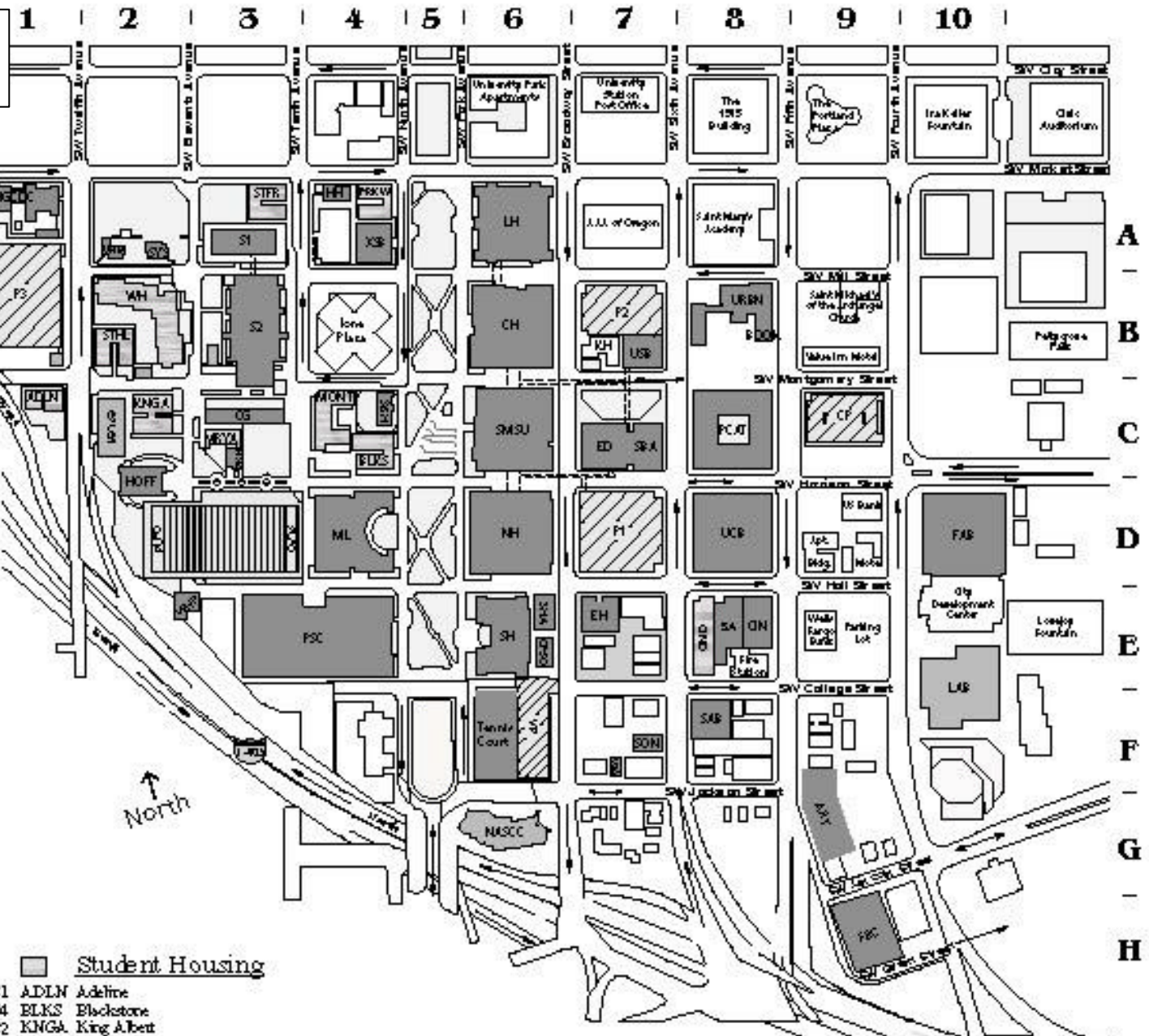
### Permit & Meter Parking

- C9 CP Caspool Parking Lot
- D7 P1 Parking One
- E7 P2 Parking Two
- E1 P3 Parking Three
- E6 SHP Shattuck Hall Parking

### Future Buildings

- C2 EPLR Stephen Epler Hall (Student Housing)
- G6 NASCC Native American Student Community Center
- E10 LAB Engineering Lab Building

December 2002



## ATTACHMENT "B"

### Existing Level of Service

LOCATION	SIZE	QUANTITY	TYPE	FREQUENCY
Smith Memorial Union	1.5 yard	8	Trash	5x/Week
	3 yard	1	PC Food Waste	5x/Week
	4 yard	2	OCC	3x/Week
	60-gal	6	T/G/P	3x/Week
Shattuck Hall	3 yard	1	Trash	5x/Week
	90-gal	3	Paper	4x/Month
University Services Building	3 yard	2	Trash	5x/Week
	4 yard	1	OCC	3x/Week
Science II	3 yard	1	Trash	5x/Week
	4 yard	1	OCC	3x/Week
	60-gal	8	T/G/P	1x/Week
Millar Library	3 yard	1	Trash	5x/Week
	3 yard	1	OCC	3x/Week
Neuberger Hall *	1 yard	4	Trash	5x/Week
Harrison Hall	3 yard	1	Trash	5x/Week
Lincoln Hall	3 yard	1	Trash	5x/Week
	4 yard	1	Trash	5x/Week
Science I	4 yard	2	Trash	5x/Week
Landscaping Yard	20 yard	1	Trash	On Call **
	20 yard	1	Yard Debris	On Call **
	20 yard	1	Bulk Metal	On Call **
	20 yard	1	C&D	On Call **
Urban Center	3 yard	1	Trash	5x/Week
	4 yard	1	Trash	5x/Week
	4 yard	2	OCC	3x/Week
	60-gal	6	T/G/P	1x/Week
Sixth Ave. Building	3 yard	1	Trash	2x/Week
	4 yard	1	OCC	1x/Week
Montgomery Court	90-gal	4	Commingled	1x/Week
	60-gal	1	Commingled	1x/Week
	1.5 yard	1	Commingled	1x/Week
King Albert / Mary Anne	3 yard	1	Trash	3x/Week
	3 yard	3	Commingled	2x/Week
	90-gal	2	Commingled	1x/Week
Blackstone Apts.	4 yard	2	Trash	3x/Week
Ondine	4 yard	1	Trash	6x/Week
	60-gal	3	Commingled	2x/Week
	1.5 yard	1	Commingled	1x/Week
	4 yard	1	OCC	2x/Week

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LOCATION	SIZE	QUANTITY	TYPE	FREQUENCY
Parkway Manor and Stratford	4 yard	1	Trash	3x/Week
	90-gal	4	Commingled	1x/Week
Adeline Apts.	4 yard	1	Trash	3x/Week
	90-gal	3	Commingled	1x/Week
West Hall / St. Helens	3 yard	4	Trash	6x/Week
	60-gal	32	Commingled	1x/Week
Art Building	4 yard	1	Trash	3x/Week
Campus-wide Paper Recycling	55-gal	~100	Paper	1x/Week

KEY:

T - Tin

G - Glass

P - Plastic

PC - Pre-consumer

OCC - Cardboard

C&D - Construction

and Demolition Debris

*\*Neuberger Hall: Requires special sized containers to fit building entrance ways and elevators (approx. 1-yard in size).  
 \*\*20 Yard drop boxes are emptied "on call", but average a frequency of once a week (with less landscaping frequency in the winter).*

## **ATTACHMENT “C”**

### **Proposal Response Form**

NOTE: Your quote must be based solely on the requirements stated in the RFP and must remain in effect for 60 days. In order for your proposal to be accepted, all of the following information must be provided. All tipping fees must include all fees, including any environmental surcharges.

**Fill in the following bid forms in accordance with Section 3.0 and Existing Level of Service in Attachment B.**

#### I. WASTE and RECYCLING SERVICE COSTS

PSU understands that the waste and recycling service levels provided in this RFP are preliminary, therefore, if this bid is accepted, the contract will in no way guarantee the current estimated tonnage or levels of service (see Attachment B). In fact, it is PSU's intent with a Resource Management program to increase diversion such that landfilled tonnages and waste hauling service will decrease while recycling service will increase over the contract period. The waste and recycling service compensation for the successful Proposer will be calculated according to the actual service level and the unit price stated in this bid.

The Proposer should calculate the waste and recycling service cost for Contract Year 2003 based on the existing service level outlined in Attachment B (as indicated in the table below) and then estimate changes in values for subsequent years. To help ensure a fair comparison between Proposers, the estimated number of hauls and quantity of materials for Contract Year 2003 is already indicated in the table. The University understands that the total waste and recycling cost based on the current estimated service level is not a guarantee by the successful Proposer for 2004 and 2005 but it should represent a reasonable best estimate based on improvements to the current system. The information submitted in Section 1 of Attachment B will serve as the baseline cost data and as a reference point for all proposed scenarios.

Portland State University  
REQUEST for PROPOSALS

I. WASTE and RECYCLING SERVICE COSTS (continued)  
*Complete to include in proposal.*

**WASTE COLLECTION and DISPOSAL**

	Contract Year 2003*		
	Unit Cost	Estimated No. Units **	Sub-Total
Hauling (per pickup, 3 & 4 yd. container garbage)	\$ _____ per pickup	5720 pickups	\$
Disposal (per ton, 3 & 4 yd. container garbage)	\$ _____ per ton	1447 tons	\$
Hauling (per pickup, 20-yd open box garbage)	\$ _____ per pickup	52 pickups	\$
Disposal (per ton, 20-yd open box garbage)	\$ _____ per ton	78 tons	\$
Hauling (per pickup, 20-yd open box landscaping debris)	\$ _____ per pickup	40 pickups	\$
Disposal (per ton, 20-yd open box landscaping debris)	\$ _____ per ton	70 tons	\$
Hauling (per pickup, 20-yd open box, construction debris)	\$ _____ per pickup	52 pickups	\$
Disposal (per ton, 20-yd open box, construction debris)	\$ _____ per ton	172 tons	\$
Hauling (per pickup, 3 yd pre-consumer food waste)	\$ _____ per pickup	260 pickups	\$
Disposal (per ton, 3 yd pre-consumer food waste)	\$ _____ per ton	56 tons	\$
Hauling (per pickup, 25 yd compactor container)	\$ _____ per pickup	0 pickups	\$
Disposal (per ton, 25 yd compactor container)	\$ _____ per ton	0 tons	\$
Other Costs ++	\$		\$
<b>Estimated Total Waste Collection and Disposal Cost</b>			\$ (1)

++ Specify the type of costs (e.g. container rental, premium costs for emergency service, baseline waste audit (see Section 3.5).

\* Contract Year 2003: July 1, 2003 to June 30, 2004.

\*\* Based on service level estimates in 2002 (see Attachment B).

- 3 & 4 yard containers: 110 containers picked up per week \* 52 weeks a year = 5720 pickups per year. 19,290 yards per year \* 150 lbs. per yard = 1447 tons.
- 20-yard drop boxes: 1 drop box picked up per week \* 52 weeks = 52 hauls per year. Includes garbage (150 lbs. per yard) and construction debris (330 lbs. per yard). Landscaping debris decreases in pickup frequency in the winter months = 40 pickups per year (175 pounds per yard).
- 3 yard pre-consumer food waste: 5 containers picked up per week (1/4 full) \* 52 weeks a year = 260 pickups per year, 575 lbs. per yard.

Portland State University  
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I. WASTE and RECYCLING SERVICE COSTS (continued)

*Complete to include in proposal.*

**WASTE COLLECTION and DISPOSAL (continued)**

Indicate in the table below if you expect changes to Waste Collection and Disposal costs in Contract Years 2004 and 2005 to the rates given above for Contract Year 2003.

	Contract Year 2004	Contract year 2005
Hauling (per pickup, 3 & 4 yd. container garbage)		
Disposal (per ton, 3 & 4 yd. container garbage)		
Hauling (per pickup, 20-yd open box garbage)		
Disposal (per ton, 20-yd open box garbage)		
Hauling (per pickup, 20-yd open box landscaping debris)		
Disposal (per ton, 20-yd open box landscaping debris)		
Hauling (per pickup, 20-yd open box, construction debris)		
Disposal (per ton, 20-yd open box, construction debris)		
Hauling (per pickup, 3 yd pre - consumer food waste)		
Disposal (per ton, 3 yd pre-consumer food waste)		
Hauling (per pickup, 25 yd compactor container)		
Disposal (per ton, 25 yd compactor container)		
Other Cost Change		

Portland State University  
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I. WASTE and RECYCLING SERVICE COSTS (continued)

*Complete to include in proposal.*

**RECYCLING**

	Contract Year 2003*		
	Unit Cost	Estimated No. Units **	Sub-Total
Hauling (per pickup, 60 or 90-gal rollcarts glass, plastic, tin)	\$ _____ per pickup	4472 pickups	\$
Processing (per ton, 60 or 90-gal rollcarts glass plastic, tin)	\$ _____ per ton	148 tons	\$
Hauling (per pickup, 4 yd OCC container)	\$ _____ per pickup	936 pickups	\$
Processing (per ton, 4 yd OCC container)	\$ _____ per ton	187 tons	\$
Hauling (per pickup, 1.5 & 3 yd commingled)	\$ _____ per pickup	416 pickups	\$
Processing (per ton, 1.5 & 3 yd commingled)	\$ _____ per ton	31 tons	\$
Hauling (per pickup, 20 yd open box, bulk metal)	\$ _____ per pickup	52 pickups	\$
Processing (per ton, 20 yd open box, bulk metal)	\$ _____ per ton	468 tons	\$
Hauling (per pickup, 55 gal paper barrel)	\$ _____ per pickup	10,400 pickups	\$
Processing (per ton, 55 gal paper barrel)	\$ _____ per ton	218 tons	\$
Other Costs ++  _____ _____	\$		\$
<b>Estimated Total Recycling Costs</b>			\$ (2)

++ Specify the type of costs (e.g. container rental, premium costs for emergency service, baseline waste audit (see Section 3.5).

\* Contract Year 2003: July 1, 2003 to June 30, 2004.

\*\* Based on service level estimates in 2002 (see Attachment B).

- 60 or 90-gal: 86 containers picked up per week \* 52 weeks = 4472 pickups per year, 1 lb per gallon.
- OCC 4 yd: 18 containers per week \* 52 weeks = 936 pickups per year, 100 lbs. per yard.
- 1.5 or 3 yd. commingled: 8 containers per week \* 52 weeks = 416 pickups per year, 150 lbs per yard.
- 20 yard drop box bulk metals: 1 container per week \* 52 weeks = 52 hauls per year, 900 lbs. per yard.
- 55-gal paper barrel: 200 \* 52 = 10,400 pickups per year, 42 pounds per 55-gal barrel.

Portland State University  
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I. WASTE and RECYCLING SERVICE COSTS (continued)

*Complete to include in proposal.*

**RECYCLING** (continued)

Indicate in the table below if you expect changes to Recycling costs in Contract Years 2004 and 2005 to the rates given above for Contract Year 2003.

	Contract Year 2004	Contract year 2005
Hauling (per pickup, 60 or 90-gal rollcarts glass, plastic, tin)		
Processing (per ton, 60 or 90-gal rollcarts glass, plastic, tin)		
Hauling (per pickup, 4 yd OCC container)		
Processing (per ton, 4 yd OCC container)		
Hauling (per pickup, 1.5 & 3 yd commingled)		
Processing (per ton, 1.5 & 3 yd commingled)		
Hauling (per pickup, 20 yd open box, bulk metal)		
Processing (per ton, 20 yd open box, bulk metal)		
Hauling (per pickup, 55 gal paper barrel)		
Processing (per ton, 55 gal paper barrel)		
Other Cost Change		
<hr/>		

**TOTAL COST OF SERVICES:**

**Waste Collection & Disposal (1) + Recycling (2): \$\_\_\_\_\_ per year.**

## ATTACHMENT “C” (continued) Proposal Response Form

**2. POTENTIAL RECYCLING REVENUE for CONTRACT YEAR 2003**      *Complete to include in proposal.*

PSU is open to innovative structures such that the University and the successful Proposer share the benefits of recycling during high commodity markets and share the risk during low markets. To achieve this, the Proposer is encouraged to suggest a methodology to determine the market price of the recyclables during the 3-year contract period and state in the following table the estimated commodity values for the materials in the first year of the contract. For instance, the Proposer could propose to calculate the market price of the materials based on an available price index on recyclable materials.

	Contract Year 2003*				Proposed formula and/or method of calculation.
	Unit Value	Unit +	Estimated No. Units	Sub-Total	
<b>1. Paper</b>	\$	Lb / ton		\$	
<b>2. Corrugated</b>	\$	Lb / ton		\$	
<b>3. Organic waste</b>	\$	Lb / ton		\$	
<b>4. Tin/ Aluminum</b>	\$	Lb / ton		\$	
<b>5. Glass</b>	\$	Lb / ton		\$	
<b>6. Plastic Bottles</b>	\$	Lb / ton		\$	
<b>7. Bulk Metals</b>	\$	Lb / ton		\$	
<b>8. Plastic Film</b>	\$	Lb / ton		\$	
<b>9. Other _____</b>	\$	Lb / ton		\$	
<b>10. Other _____</b>	\$	Lb / ton		\$	
<b>Total Potential Recycling Revenue</b>				\$	

+ Circle the appropriate unit

\*Contract Year 2003 starts from July 1, 2003 to June 30, 2004.

## **ATTACHMENT “C” (continued)** **Proposal Response Form**

**3. GAIN SHARING PROPOSAL**      *Complete to include in proposal.*

PSU intends to share documented savings that come from resource efficiency improvements proposed by the Contractor, including but not limited to: avoided hauling cost, avoided disposal cost, commodity revenue or other PSU cost savings the successful Proposer can document. The Proposer is required to propose in the following table the gain sharing splits for the three contract years. As per Section 3.8 of this RFP, the Contractor and PSU will establish a mutually agreed upon baseline in the first 6-months of the program. The gain sharing bonus for the Contractor will be calculated according to the proposed gain sharing split and the documented savings measured against the mutually agreed upon baseline. For example, if the stated split is 50/50 for the first contract year, and the documented savings from avoided hauling and disposal in the first year is \$10,000, the contractor will receive an additional \$5,000 gain sharing bonus after the first contract year.

<b>Gain Shared Savings Splits</b>	<b>PSU’s share</b>	<b>Proposer’s share</b>
Contract Year 2003 (July 2003-June 2004)	%	%
Contract Year 2004 (July 2004-June 2005)	%	%
Contract Year 2005 (July 2005-June 2006)	%	%

NOTE: The successful Proposer will be required to track and report savings that come from the Resource Management program. The actual gain sharing split will be negotiated and finalized during contract negotiation.

## ATTACHMENT "D"

### 5.0 STANDARD CONTRACT PROVISIONS

Following award, PSU and the selected Contractor will enter into an operating service contract (Contract). The Contract will contain, but not necessarily be limited to, the following provisions.

**5.1 Access to Records.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. The University, the Oregon University System, the Oregon Secretary of State, Federal Government, their duly authorized representatives, and the duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later.

**5.2 Availability of Funds.** University certifies that sufficient funds are available and authorized for expenditure for expenditure to finance costs of this Agreement within its current biennial appropriation or expenditure limit, provided, however, that continuation of the Agreement, or any extension, after the end of the fiscal period it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of University's reasonable administrative discretion to continue to make payments under this Agreement.

**5.3 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

**5.4 Compliance with Applicable Law.** Contractor shall comply with all Federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. Contractor specifically agrees to comply with all applicable requirements of Federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Contractor further agrees to make payments promptly when due, to all persons supplying to Contractor, labor and materials for the prosecution of the work provided in this Agreement; pay all contributions or amounts due the Industrial Accident Fund from such Contractor incurred in the performance of this Agreement; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate University official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5.5 Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security Number unless Contractor provides a Federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security Numbers provide pursuant to the authority will be used for the administration of state, Federal, and local tax laws.

**5.6 Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**5.7 Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

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5.8 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in the a Federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

5.9 **Hazard Communication.** Contractor shall notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon University's request, Contractor shall immediately provide Materials Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

5.10 **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, University, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Agreement.

5.11 **Independent Contractor Status.** The services to be rendered under this Agreement are those of an independent contractor. Although University reserves the right (1) to determine (and modify) the delivery schedule for the work to be performed and (2) to evaluate the quality of the completed performance, University cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not considered our agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement.

5.12 **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of this Agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional insureds in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of twenty-four (24) months.

**Insurance Certification.** Before Contractor commences work under this Agreement, Contractor must furnish to the designated Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to University's Contracts Officer before the insurance is canceled or materially changed.

**Insurance, Workers' Compensation.** Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires you to provide workers' compensation coverage for all their subject workers. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work in Oregon. Contractors who perform the work without the assistance of any employees need not obtain such coverage. Contractor shall require proof of such workers' compensation by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by the Contractor or subcontractor.

5.13 **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE FOR (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT OR (2) ANY DAMAGES OF

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**ANY SORTS ARISING OUT SOLELY FROM THE TERMINATION OF THE AGREEMENT IN ACCORDANCE WITH ITS TERMS.**

**5.14 Notices and Representatives.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature page of the Agreement or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**5.15 Ownership of Work Product** All work products or any form of property originated or prepared by the Contractor which result from this Contract are the exclusive property of University.

**5.16 Recycling.** As required by ORS 279.555(2), in the performance of this Agreement you must use, to the maximum extent economically feasible, recycled products.

**5.17 Representations and Warranties.** (A) Contractor's Representations and Warranties. Contractor represents and warrants to University that (1) Contractor has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the work, (5) all computer hardware and software delivered under this Agreement will, individually and in combination, correctly process, sequence, calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Agreement that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (B) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) of this paragraph shall not exceed: (1) twice the total Agreement amount (including any amendments) or (2) \$100,000, whichever is greater. © Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranty provided.

**5.18 Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**5.19 Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the work required under this Agreement, or assign or transfer any of its interest in this Agreement, without obtaining prior written approval from University. In addition to any provisions the University may require, Contractor shall include in any permitted subcontract under this Agreement a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. University's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Agreement.

**5.20 Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**5.21 Tax Compliance Certification.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

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**5.22 Terminations.** (A) This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon sixty (60) days' notice to the other party. (B) In addition, University may terminate this Agreement effective upon delivery of notice to Contractor, or at such later date as may be established by University, if (1) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Agreement is prohibited or University is prohibited from paying for such work from the planned funding source(s); or (2) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed. (C) This Agreement may also be terminated by University for default (including breach of contract) if (1) Contractor fails to provide services or materials called for by this Agreement within the time specified; or (2) Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from University, fails to correct such failures within ten (10) business days.

**5.23 Termination Due to Non-appropriation of Funds.** If sufficient funds are not provided in future legislatively approved budgets of University (or from applicable Federal, state, or other sources) to permit University in the exercise of its reasonable administrative discretion to continue this Agreement, or if University or program for which this Agreement was executed is abolished, the University may terminate this Agreement without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Agreement, University may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**5.24 Remedies.** (A) In the event of termination pursuant to Sections 5.21(A), (B)(1), or 5.22, Contractor's sole remedy shall be a claim for the sum designate for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which the University has against the Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to University upon demand. (B) In the event of termination pursuant to Sections 5.21(B)(2) or (C), University shall have any remedy available to it under law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to Section 5.21(A). (C) Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless University expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Contractor shall deliver to University all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon University's request, Contractor shall surrender to anyone University designates all documents, research or objects, or other tangible things needed to complete the work.

**5.25 No Third Party Beneficiaries.** University and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**5.26 Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.

**5.27 Waiver.** The failure of University to enforce any provision of this Agreement shall not constitute a waiver by University of that or any other provision.

**5.28 MERGER.** THIS AGREEMENT TOGETHER WITH ALL ATTACHED EXHIBITS, THE RAP AND THE CONTRACTOR'S PROPOSAL, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE HAVING READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## ATTACHMENT “E” Proposer’s Checklist

Responses should be **limited to a maximum of thirty (30) pages, printed double-sided** (not including alternate financial proposals, section 3.12). For sustainability reasons, please submit ten (10) copies of your Response in loose leaf, single, unbound sets printed on **recycled paper containing a minimum of 30% post-consumer content** – Please Do Not Use Plastic Ring Binders or Dividers. Be sure to submit the following with your Proposal:

	Description of Experience	3.1
	Description of Refuse Hauling Services	3.2
	Waste Reduction Ideas	3.3
	Alternative Services (compactors, etc.)	3.4
	Waste Audit	3.5
	Recycling Services	3.6
	Enhanced Recycling Opportunities	3.7
	Resource Management Plan	3.8
	Gain Sharing Proposal	3.9
	Reporting Assistance	3.10
	Process for Continuous Improvement	3.11
	Alternate Financial Proposal(s) ( <i>optional</i> )	3.12
	Proposal Response Form (Sections 1, 2, and 3)	Attachment C
	Signature Block (signed in INK)	2.4