

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO. 02-3165  
RELEASE OF A REQUEST FOR PROPOSALS FOR )  
IMPLEMENTATION OF THE FIRST YEAR OF A ) Introduced by: Mike Burton,  
MARKETING AND COMMUNICATIONS PLAN TO ) Executive Officer  
INCREASE THE SALVAGE AND RECYCLING OF )  
CONSTRUCTION AND DEMOLITION DEBRIS )

WHEREAS, the adopted FY 2001-02 Regional Environmental Management Budget anticipated two separate \$50,000 contracts totaling \$100,000 for construction and demolition debris salvage and recycling marketing and communications; and,

WHEREAS, for the reasons described in the accompanying staff report, it is appropriate to combine the two anticipated projects into one as contained in the attached request for proposals; and,

WHEREAS, Metro Code 2.04.026(b) requires Council approval of contracts in excess of \$50,000 that are not anticipated in the approved budget; and,

WHEREAS, the contractor will be selected by an open and competitive proposal and selection process; now therefore,

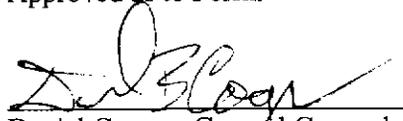
BE IT RESOLVED:

- 1) That the Metro Council authorizes the release of the RFP for implementation of the first year of a marketing and communications plan to increase the salvage and recycling of construction and demolition debris, attached as Exhibit A; and,
- 2) The Metro Council authorizes the Executive Officer to execute a multi-year contract with the most qualified proposer for the first year of the marketing and communications plan to increase the salvage and recycling of construction and demolition debris.

ADOPTED by the Metro Contract Review Board this 11<sup>th</sup> day of March, 2002.

  
Carl Hosticka, Presiding Officer

Approved as to Form:

  
Daniel Cooper, General Counsel





# **REQUEST FOR PROPOSALS**

**FOR**

## **Implementation of the First Year of the Marketing and Communications Plan to Increase the Salvage and Recycling of Construction and Demolition Debris**

(RFP #02-1009-REM)

February, 2002

**METRO**  
Regional Environmental Management Department  
600 NE Grand Avenue  
Portland, OR 97232-2736  
(503) 797-1650

**REQUEST FOR PROPOSALS  
IMPLEMENTATION OF THE FIRST YEAR OF THE MARKETING AND  
COMMUNICATIONS PLAN TO INCREASE THE SALVAGE AND RECYCLING OF  
CONSTRUCTION AND DEMOLITION DEBRIS**

**I. INTRODUCTION**

The Regional Environmental Management Department (REM) of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals to develop and implement long-term outreach strategies, tactics and implementation plans to increase source-separated recycling and salvage/deconstruction at construction and demolition sites.

Metro is the regional government responsible for coordinating the region's solid waste and recycling systems. This includes developing a regional solid waste plan, implementing waste reduction programs and providing technical assistance to local governments and others on waste reduction strategies. Metro is also responsible for regulating the disposal of solid waste generated within its boundaries. City and county local governments are responsible for regulating solid waste collection within their jurisdictions. Local jurisdictions also ensure households and businesses are provided with recycling collection and other waste reduction services.

Proposals will be received at the reception desk of REM, Attention: Bryce Jacobson, 600 NE Grand Avenue, Portland, OR 97232, until 4:00 PM on March 28, 2002.

**II. BACKGROUND**

According to a recent study of the region's waste conducted by the state Department of Environmental Quality, C&D (construction and demolition) waste represents 26%, or 281,000 tons, of the region's overall waste stream being disposed in landfills. Other national research projects estimate that over 50% of C&D material is generated during demolition activities.

To reach regional recycling goals, Metro's Regional Solid Waste Management Plan calls for significant expansion of waste prevention and recycling activities by contractors, builders and others in the building industry within the region. The State-of-the-Plan Report (1999) estimates that an additional 92,000 tons must be recovered from the C&D sector over 1998 recovery levels to meet the region's recycling goals.

Over the past 10 years, Metro, local governments, solid waste haulers and recycling companies have instituted a variety of programs aimed at expanding source-separated recycling and salvage at construction and demolition sites. Although some of these programs and projects were successful, they were not well-connected nor have they been sustained over time.

In 1999, the regional C&D task force (Task Force), comprised of local government and Metro staff, was formed to evaluate current recovery, identify areas for improvement, and develop and

implement programs and incentives to address these issues. Substantial funding for C&D programs have been allocated in 2000-01 and 2001-02, and has been requested for 2002-03.

### **III. PROJECT SUMMARY**

The C&D industry is large and complex, and recycling is rarely a high priority. To make an impact on this sector's waste-handling practices will require a comprehensive strategy to meet the industry on its own ground. The elements of this strategy and the scope of work for this RFP include:

- Building partnerships with local industry associations, chambers of commerce and business associations.
- Working cooperatively with local building permit centers, building material retailers and wholesalers to distribute Metro C&D literature.
- Creating direct outreach opportunities through a series of managers' forums.
- Creating interest in waste reduction by placing articles/case studies in local industry publications.

This project is the second part of a two-stage project. The first stage was the creation of a three-year information and marketing plan for expanding salvage and deconstruction and promoting source-separated recycling efforts. This RFP includes the tasks required to implement Year One of this information and marketing plan (see Attachment A). The project will begin in April 2002 and be completed by June 30, 2003. Metro's intent is to have 20% of the scope of work completed by June 30, 2002.

### **IV. PROJECT METHODOLOGY**

The contractor chosen to work on this project will use the existing marketing and communications plan and implement a modified version of the first year of this plan. The Task Force believes the scope of services described in Section VI are an effective method of achieving project goals. Although proposals with minor revisions to the plan will be accepted, the Task Force is not interested in proposals departing greatly from the approach outlined in the scope of services for this RFP.

### **V. PROJECT OBJECTIVES**

Successful completion of this project will result in:

1. Increasing the target audience's awareness and knowledge of waste/recycling practices. Using this information, the target audience will recycle more and dispose of less. We anticipate a measurable regionwide increase in the quantity of C&D debris that is recycled or recovered from construction and demolition sites.
2. Increasing the target audience's awareness and knowledge of salvage and deconstruction practices. Using this information, the target audience will utilize salvage and deconstruction practices more frequently. We anticipate a measurable regionwide increase in the

deconstruction of buildings and in the quantity of material salvaged for reuse from selective and whole-structure demolition.

*Note: Throughout this document the phrase "C&D recycling" will mean both of the activities associated with these objectives.*

## **VI. SCOPE OF SERVICES**

The Task Force is seeking proposals from qualified firms to meet the project objectives as described in Section V. The project objectives will be achieved in a variety of ways: by preparing draft text for publications related to construction and demolition recovery; by developing relationships with affected trade groups, permitting offices, retailers and business organizations; by developing direct outreach; and by implementing an earned media effort.

Below are the tasks and deliverables that are required for successful completion of this project which will begin in April 2002 and end June 30, 2003.

### **Task 1. Participate in project preparation meeting.**

The Contractor will meet with the Task Force to review the data and background information leading to the creation of Attachment A and discuss the work tasks for years One through Three.

Task Force responsibilities:

- Provide appropriate background materials and staff for meeting.

Budget:

- The Task Force estimates that these tasks will comprise approximately 2% of the project.

Contractor deliverables:

- One meeting with the C&D task force.

### **Task 2. Develop project evaluation and measurement plan for Tasks 4 - 9.**

The Contractor and the Task Force will co-develop a document listing measurable outcomes for Tasks 4 – 9 in this scope of services. The Contractor will track and report on the measures relating to the level of effort or completion of tasks, e.g., quantities of literature pieces distributed, number of stories or ads placed in industry newsletters, number of industry association members present for breakfast meetings, increase in number of calls to Metro Recycling Information about C&D recycling, etc.

Task Force responsibilities:

- Assist in the development of the project evaluation and measurement plan.
- Create and administer separate phone or intercept survey instrument(s) to evaluate changes in industry behavior and attitudes related to C&D debris, changes in quantities of materials

entering used building material markets, and changes in quantities of C&D debris entering local landfills, material recovery facilities and transfer stations.

**Budget:**

- The Task Force estimates these tasks will comprise approximately 3% of the project.

**Contractor deliverables:**

- Draft evaluation and measurement plan.

**Task 3. Create text for use in partnerships with related associations, organizations, offices and centers.**

As outlined in Tasks 4 – 10, working with partners will allow the Task Force to broaden its reach, while also adding third-party credibility through industry involvement. The Contractor will develop text for packets for organization partnerships; the packets will include canned articles, art, advertisements, fact sheet, Toolkit and Planners Guide, which will be bundled into a presentation folder. Metro will produce the materials. Contractor activities will include:

- Writing six canned articles for organization newsletters.
- Writing text for three advertisements for organization publications.
- Writing text for a Toolkit poster, which will reinforce outreach messages, be highly visible and attention-getting, and suitable for display in locations ranging from building permit offices to construction sites.
- Writing text for a Toolkit fact sheet.
- Writing text for presentation folders and their components.

**Task Force responsibilities:**

- Approve distribution plan for partner packet.
- Provide background and reference material for packet components.
- Review, edit and approve text for each element of the packet.
- Provide graphic design and printing services for all elements of the partner packet.

**Budget:**

- The Task Force estimates these tasks will comprise approximately 10% of the project.

**Contractor deliverables:**

- Written distribution plan for partner packet.
- Six canned articles for organization newsletters.
- Text for three advertisements for organization publications.
- Text for Toolkit poster.
- Text for Toolkit fact sheet.
- Text for presentation folders.
- Text for components of the partner packet.
- Weekly written progress reports.

#### **Task 4. Develop and implement partnerships with industry associations and green building organizations.**

Partnerships are the key to developing a sustainable outreach and messaging effort with a broad reach to increase recycling and salvage in construction and demolition projects. The Task Force's research and experience suggests that outreach efforts such as these are more effective when government initiatives are coupled with third-party endorsements. The Task Force's qualitative research indicates that associations are open to this kind of partnership and see an advantage in recycling.

Contractor will meet with each of the following industry associations and green building organizations individually to identify ways to educate its membership about construction and demolition recycling and salvage and to determine the level of partnership that is necessary, desirable and practicable. Working partnerships will be developed with at least four industry associations and at least one green building organization.

##### Industry associations:

- Associated Builders and Contractors
- Associated General Contractors
- Construction Specifications Institute
- Oregon Remodelers Association
- Metro Home Builders Association
- American Institute of Architects
- Oregon Building Industries Association

##### Green building organizations:

- City of Portland Office of Sustainable Development
- Northwest Ecobuilding Guild
- U.S. Green Building Council

For those associations/organizations for whom a partnership is deemed necessary, desirable and practicable, the Contractor will develop a written plan that describes the tasks and timelines and identifies respective responsibilities for the working relationship and its elements.

##### The Contractor responsibilities may include:

- Providing canned or specially written articles for association/organization newsletters.
- Presenting information to association/organization members at meetings.
- Incorporating recycling/salvage criteria into association awards.
- Developing demonstration projects to highlight savings from salvage or recycling of C&D debris.

##### Task Force responsibilities:

- Make appropriate Task Force staff available for association meetings and presentations to industry.
- Approve plans for partnerships with industry associations and green building organizations and all work products.

- Provide topics for articles, sources for interviews/photos and review, edit and approve text for articles and criteria for association awards.

**Budget:**

- The Task Force estimates that these tasks would comprise approximately 20% of the project.

**Contractor deliverables:**

- Written plans for each association/organization with whom a partnership is developed.
- Implementation of contractor elements of plans for the period of the contract.
- Weekly written progress reports.

**Task 5. Develop and implement partnerships with permitting and plan centers.**

Permitting centers are ideal locations to provide C&D recycling and salvage information, primarily because contractors in a permit center are at a point in their planning process where it is feasible to build in recycling or salvage.

The Contractor will work with the Tri-County Permitting Consortium to create a unified regional C&D recycling and salvage information/notification process. The Contractor will develop a partnership with the consortium to utilize the consortium's distribution channels for speaking and outreach opportunities. Individual Task Force members will work with their local governments permit centers to ensure that the C&D Toolkit and map are available to industry customers. Task Force members will ask for permission to post the outreach posters in a location that is clearly visible from the permit center line or waiting area. Task Force members will be responsible for keeping the permit centers stocked with Toolkit materials throughout the term of this contract.

Subscription services/plan centers are also ideal locations to reach the target audience. The Contractor will form partnerships with subscription services/plan centers to ensure the Toolkit, Planners Guide and other C&D materials are available at subscription service locations such as *The Daily Journal of Commerce* and the *Business Journal*. The Contractor will be responsible for keeping the subscription service/plan centers stocked with Toolkit materials throughout the term of this contract.

Based on the outcome of the initial meetings with the Tri-County Permitting Consortium and subscription services/plan centers, for those associations/organizations for whom a partnership is deemed necessary, desirable and practicable, the Contractor will develop a written plan that describes the tasks and timelines and identifies respective responsibilities for the working relationship and its elements.

**Task Force responsibilities:**

- Approach local permit center staff and arrange for the installation of Toolkit posters and distribution of Toolkit materials.
- Make appropriate Task Force staff available for with Tri-County Consortium and subscription services/plan centers.

- Approve plans for partnerships with the consortium and subscription services/plan centers and all work products.
- Make appropriate Task Force staff available for meetings and presentations to plan center/permitting staff

**Budget:**

- The Task Force estimates these tasks comprise approximately 5% of the project.

**Contractor deliverables:**

- Written plans for partnerships with the consortium and subscription services/plan centers.
- Implementation of contractor elements of plans for the period of the contract.
- Weekly written progress reports.

**Task 6. Develop and implement partnerships with an individual retailer/wholesaler or a consortium of retailers wholesalers.**

Many retailers/wholesalers, including those supplying contractors, are becoming interested in promoting environmental issues as a way to increase sales. Home Depot, as an example, sells certified forest products and educates its customers about environmental purchasing. A partnership with the Task Force provides these retailers an opportunity to expand their environmental message. The Task Force benefits from the endorsement of the retailers and reaches a larger audience with the outreach message.

Based on advice from the Task Force, the Contractor will identify one of the large retailers/wholesalers, approach and meet with that company, and offer it the option to “own” the retailer/wholesaler C&D promotion program for its chain of retail/wholesale locations. Ownership of the promotion program would include opportunities for company logo placement on all outreach materials. If the “first-tier” organization declines the leadership role, the Contractor, with advice from the Task Force, will approach and meet a second large retailer/wholesaler with the same intention. If that attempt is unsuccessful, the Contractor will approach and meet with other suppliers to form a consortium of construction industry suppliers to perform the same role.

Possible partners include Home Depot, Lowe’s, Parr Lumber, Supply One, White Cap, Tualatin Valley Builders Supply, Lumberman’s, Environmental Building Supply and others. (Lowe’s entered the Portland market in April 2001 and may be more open to partnerships as it builds relationships in the local community.) The nature of each partnership will vary depending on the level of interest and the ability to participate.

Partnership tasks could include but are not limited to siting in-store kiosks, distributing the Toolkit, displaying Toolkit posters, printing recycling and salvage messages on receipts, and providing other materials.

The Contractor will provide a rough sketch for an in-store display kiosk, and will deliver to and install custom-designed kiosks at participating retailers/wholesalers. The Contractor will stock

participating stores with Toolkit literature or will find industry vendors who regularly visit these retail outlets with which the contractor could contract with to restock store displays.

Based on the outcome of the initial meetings with construction suppliers, for those associations/organizations for whom a partnership is deemed necessary, desirable and practicable, the Contractor will develop a written plan that describes the tasks and timelines and identifies respective responsibilities for the working relationship and its elements.

Task Force responsibilities:

- Approve plans for retailer partnership(s) and all work products.
- Make appropriate Task Force staff available for meetings and presentations to suppliers.
- Fund the design and production of in-store kiosks.

Budget:

- The Task Force estimates that these tasks would comprise approximately 15% of the project.

Contractor deliverables:

- Written plans for each of the participating retailers/wholesalers.
- Preliminary rough sketch for the design of kiosk.
- Implementation of contractor elements of plans for the period of the contract.
- Weekly written progress reports.

### **Task 7. Develop and implement partnerships with business associations/Chambers of Commerce.**

To reach commercial property owners who make decisions on tenant improvements or new construction, the Contractor will approach and meet with business associations and Chambers of Commerce to develop partnerships to educate their memberships about C&D recycling and salvage options. The Contractor will work with each organization to determine its needs and interests. Possible resources include a customized presentation to staff or members at meetings, Toolkit talking points for organizational leaders and members, canned articles and camera-ready art/advertisements for newsletters.

The Contractor will approach and meet with the following organizations:

Chambers of Commerce:

- Portland
- Beaverton
- Forest Grove
- HillsboroNorth
- Clackamas County
- TigardTualatin
- Wilsonville
- Oregon City
- Gresham

**Business associations:**

- Central Eastside Industrial Council
- Portland Area Business Association
- Portland Association of Building Owners and Managers
- Northwest Industrial Neighborhood Association
- Metropolitan Business Association

Working partnerships will be developed with at least six Chambers of Commerce and three business associations.

Based on the outcome of the initial meetings with Chambers of Commerce and business associations, for those associations/organizations for whom a partnership is deemed necessary, desirable and practicable, the Contractor will develop a written plan that describes the tasks and timelines and identifies respective responsibilities for the working relationship and its elements.

The Contractor will be responsible for providing participating chambers and business associations with Toolkit literature, and providing canned articles and camera-ready advertisements described in Task 3 as needed.

**Task Force responsibilities:**

- Approve plans for partnerships with business associations and Chambers of Commerce and all work products.
- Make appropriate Task Force staff available for meetings and presentations to chambers and associations.

**Budget:**

- The regional C&D task force estimates that these tasks would comprise approximately 15% of the project.

**Contractor deliverables:**

- Written plans for each participating Chamber of Commerce and business association.
- Implementation of contractor elements of plans for the period of the contract.
- Weekly written progress reports.

**Task 8. Create direct outreach opportunities through a series of forums.**

Reaching a busy audience demands that we go to them, rather than waiting for them to come to us. Through forums for owners and managers of construction contracting firms, the Toolkit outreach program will create visibility, build awareness and deliver C&D recycling and salvage information to our key audiences.

Research indicates that most construction contractors get their information through word of mouth and that their most trusted source of information is the management in their own company. The Contractor will identify owners and key managers in our target audience and host and develop the

agenda for four informational breakfast meetings on C&D salvage and recycling opportunities. The Contractor, with the Task Force, will identify industry leaders who are already recycling C&D materials and will invite several to give short presentations about how recycling is working for their respective companies. Additional presentations will focus on salvage success stories and on the value of the Toolkit.

Task Force responsibilities:

- Make Task Force staff available for presentations at managers' forums.
- Approve agenda, mailing list and promotion plan for forums.
- Provide funding for the event space rental and food/catering.

Budget:

- The Task Force estimates these tasks will comprise approximately 5% of the project.

Contractor deliverables:

- Draft agenda, mailing list and promotion plan for forums.
- Facilitation of meetings.
- Weekly written progress reports.

#### **Task 9. Implement an earned media outreach effort.**

Articles in the news media have the dual benefit of imparting “news-you-can-use” to our target audiences and of creating general public visibility and awareness. There is a relatively small list of key publications that will be most effective in reaching the various audience groups.

*The Daily Journal of Commerce (DJC)* was mentioned most frequently by industry audiences as a trusted source of information. The Contractor will approach and meet with DJC staff to place six articles about C&D recycling, including a story on the launch of this outreach effort and profiles of companies or projects that are effectively using recycling and salvage techniques.

*The Business Journal, The Oregonian* and *Portland Tribune* business sections will be most effective in reaching commercial property owners, and will also reach contractors, developers and architects. The Contractor will approach and meet with each publication about preparing a special section, series or feature on C&D recycling, including defining the scale of the issue, sharing case studies of companies or projects, and publishing editorials or opinion pieces of the importance of C&D recycling.

Based on the outcome of the initial meetings with the above-mentioned media, the Contractor will create and carry out a plan with each participating publication detailing tasks, timelines and deliverables.

Task Force responsibilities:

- Make appropriate Task Force staff available for meetings with media staff.
- Approve preliminary earned media outreach plan.
- Approve industry representatives to be interviewed for stories.

- Approve and edit any written releases or other information that will go to media.
- Make appropriate Task Force members available for meetings and interviews.

**Budget:**

- The Task Force estimates that these tasks would comprise approximately 20% of the project.

**Contractor deliverables:**

- Written plan for earned media outreach.
- Implementation of contractor elements of earned media outreach for the period of the contract.
- Weekly written or oral progress reports on the percent complete for the above items.

**Task 10. Prepare a final report.**

The Contractor will create a final project report that summarizes the results, successes, failures, evaluation and measurement, and future opportunities for this project.

**Task Force responsibilities:**

- Review and edit draft copy of final report.

**Budget:**

- The Task Force estimates these tasks will comprise approximately 5% of the project.

**Contractor deliverables:**

- Draft final report.
- Final report.

**Summary of tasks**

Task number	Description	Percent of project budget
1	Preparation meeting	2%
2	Project evaluation and measurement	3%
3	Outreach material preparation	10%
4	Partnerships with industry associations and green building organizations	20%
5	Partnerships with permitting and plan centers	5%
6	Partnerships with retailers/wholesalers	15%
7	Partnerships with business associations/Chambers of Commerce	15%
8	Direct outreach	5%
9	Earned media outreach	20%
10	Final report	5%
Total		100%

## VII. QUALIFICATIONS/EXPERIENCE

The Task Force is seeking proposals from firms with expertise in implementing marketing plans for construction industry practices and/or products. The successful proposer should be knowledgeable about regional solid waste issues affecting building industries and be able to use this information to form partnerships with the target audience. The proposer shall be skilled in developing effective strategies for communicating with a variety of business types and organizations within the building industry.

Proposals will be considered only from firm(s) that are qualified to perform this work. Minimum qualifications include:

- Demonstrated ability to market products or practices to a specialized audience.
- Demonstrated ability to launch regionwide promotional outreach efforts in the Metro region.
- Familiarity, or previous working relationship, with staff of local building industry groups and construction and demolition contracting firms.

The Task Force would entertain proposals submitted by more than one firm if the full complement of skills required is not available from a single candidate or firm. An RFP distribution list is available to candidates by calling REM at (503) 797-1650.

## VIII. PROPOSAL INSTRUCTIONS

Proposers must follow all guidelines and include all of the information outlined in this section. Failure to do so may result in rejection of the proposal as non-responsive.

### A. Proposal submittal process

Proposals are due no later than 4:00 p.m. (PST), Thursday March 28, 2002. Proposals received after this deadline will not receive consideration. Mail or hand deliver the proposal to:

Metro  
Regional Environmental Management  
Attn: Bryce Jacobson  
600 NE Grand Avenue  
Portland, OR 97232-2736

Proposers must provide 7 (seven) copies of the proposal. Proposals must be double-sided and on (20% post-consumer) recycled-content and recyclable white paper with no binding other than staples. No waxed or plastic page dividers or non-recyclable materials should be included in the proposal.

**B. Questions about RFP**

Questions concerning the preparation of proposals or requests should be directed to Bryce Jacobson at (503) 797-1663, the project manager for this RFP. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. If, in the opinion of Metro, the revisions or amendments will require substantial changes in the proposals, the due date may be extended by Metro. Metro will not respond to questions received after March 25, 2002.

Additional copies of the RFP can be obtained from the REM front desk staff at (503) 797-1650.

**C. Information release**

All proposers are hereby advised that Metro may solicit and secure background information based on the information, including references, provided in response to this RFP. By submitting a proposal, all proposers agree to such activity and release Metro from all claims arising from such activity.

**D. Minority and women-owned business program**

In the event that any subcontracts are to be used in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services Department, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232; or call (503) 797-1816.

**IX. PROPOSAL CONTENTS**

The proposal must concisely describe the ability of the proposer to perform the work requested, in the format outlined below. The content of the proposal should demonstrate the proposer's understanding of the background conditions and intent of the RFP, and should be complete and concise. The proposal should include the following sections:

**A. Transmittal letter**

Include a letter of transmittal identifying who will be assigned to the project, who will be project manager, the principal place of business, any subcontractors, a list of all materials and enclosures included in response to this RFP and the length of time the proposal is valid (must be a minimum of ninety [90] days).

**B. Understanding of project**

In one paragraph, state your understanding of this project, including the project objectives and describe your general approach for meeting the objectives outlined in Section V of this RFP, and accomplishing the tasks described in the Section VI, Scope of Services.

C. Approach/project work plan

Describe how the project will be completed within the given time frame. Provide a breakdown of the tasks, deliverables, and percentage of the projects budget each task will require in a manner similar to section VI. Include a schedule for completing the tasks in terms of days and identify tasks that can be accomplished simultaneously.

D. Staffing/experience

Identify the specific personnel assigned to major project tasks, their roles in relation to the work required, special qualifications they may bring to the project. Include resumes of individuals proposed for this contract. Describe the roles you propose or require for the Task Force and others not on the proposing team.

Provide several samples of recent projects you have completed that are similar to this project. In addition, provide client contact information; the person's name, his/her title, role in the project and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles. Describe the manner in which your firm has gained the minimal qualifications listed in Section V.

E. Budget

The budget for the required tasks in the Scope of Services is not to exceed \$100,000.

Present the following information: Proposed method and timing of compensation, hourly rates for personnel assigned to the project, total personnel expenditures, support services and subconsultant fees (if any). Requested expenses should also be listed. Provide a breakout of costs to accomplish each of the project's tasks.

G. 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 specific aspect of this RFP or standard contract are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

**X. GENERAL PROPOSAL/CONTRACT CONDITIONS**

A. Limitation and award

This RFP does not commit the Task Force to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The Task Force 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 the Task Force and 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 contracted with during the period in which The Task Force is evaluating the proposal.

## **XI. EVALUATION OF PROPOSALS**

### Evaluation procedure

Proposals that comply with the proposal instructions will be evaluated. The Task Force will review and rank proposals on the evaluation criteria and points described below, and may request additional information and/or interview proposers as necessary. One proposer will be selected and contract negotiations will be conducted. If these negotiations proceed satisfactorily, the proposer will be awarded a contract. If negotiations are unsuccessful, the second highest ranked proposer may be selected for contract negotiations, and so on.

### Points possible

- 30 points: Project Work Plan/Approach
- Demonstrates understanding of project objectives.
  - Demonstrates sound research methodology
- 45 points: Proposer Qualifications/Experience
- Ability of proposer to demonstrate how he/she meets or exceeds the minimum qualifications/experience listed in Section VII.
  - Project staffing skills and experience.
- 25 points: Budget Proposal
- Projected cost/benefit of proposed work plan/approach.
  - Reasonable budget and schedule parameters.
  -

**(100 total points)**

## **XII. NOTICE TO ALL PROPOSERS, STANDARD AGREEMENT**

The personal services agreement that follows is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review before you submit a proposal.

\\MRC-FILES\FILES\OLDNET\METRO\REMSHARE\JACO\2001 STUFF\3001 C&D TASK FORCE DRAFT RFP\RW EDITS.DOC

**PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_ referred to herein as "Contractor," located at \_\_\_\_\_

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective on the last signature date below and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_ /100THS DOLLARS (\$ \_\_\_\_\_).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of \$1,000,000 per occurrence.

b. **Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED**. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the

work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. 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.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless 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 Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. 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 that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

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

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

\_\_\_\_\_

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

**1. Statement of Work.**

**2. Payment, Billing and Term.**

Contractor shall provide services for a maximum price not to exceed \_\_\_\_\_ AND NO/100 DOLLARS (\$0,000.00). Payment shall be made in a lump sum payment following receipt of invoice from Contractor that identifies costs of services. The maximum price includes all fees, costs, and expenses of whatever nature. Upon request, Contractor shall provide Metro with an expense summary sheet.

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of unit prices for labor, materials, and equipment, will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

## Attachment A

### Cover Page

#### Metro C&D Task Force Progress to Date

Metropolitan Group and Riley Research Group created this three-year outreach and marketing plan in 2000-01. This document is provided as a reference to this RFP, but is not a part of the scope of services described in Section VI.

The Task Force has been working to create some of the tools called for in the Metropolitan Group report. It is important to note that during the course of this work, the Task Force has chosen to make several departures from the Metropolitan Group's report, specifically:

- Most of the tasks described in the scope of services for this RFP are similar to the tasks described in Attachment A, but they have been prioritized and edited for this RFP. Tasks directed towards the audience of residential homeowners/do-it-yourselfers have been significantly reduced. Some tasks that appear in Attachment A have been omitted from this RFP or will be implemented in FY 2003-04.
- The Task Force has chosen a somewhat different approach regarding the development of the publication referred to in Attachment A as the "trade kit." First, the Task Force has developed the idea of a "Toolkit" rather than the "Trade Kit." The Task Force separated the "Toolkit" into two (2) products each with different primary audiences:
  1. *"The Construction Industry Recycling Toolkit, A Directory of Recycling and Salvage Options"* has been developed for contractors and their field staff to assist them when making job-site decisions about managing job-site debris.
  2. The *"Planners Guide"* is intended to be used by architects, developers, product specifiers and property owners. The *Planners Guide* includes specification language, evaluation forms and other tools this audience will need to increase salvage and recycling opportunities on an upcoming job. The *Planners Guide* packet will also include a copy of *"The Construction Industry Recycling Toolkit, A Directory of Recycling and Salvage Options."* The *Planners Guide* is currently in draft form.
- The Task Force has chosen not to use the "Think Big" slogan cited extensively in Attachment A. Instead, the "Toolkit" theme is being used to connect the family of publications used in this project. Attachment B includes the finished copies or drafts of the pieces completed to date.
- In October 2001, the Task Force mailed 15,000 of the Toolkit/map/pencil/survey card packets to all licensed construction contractors in the Metro region. Some media coverage of the Toolkit mailing and the unveiling of a new interactive web site version of the Toolkit has taken place.

## **SOLID WASTE AND RECYCLING COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 02-3165, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR IMPLEMENTATION OF THE FIRST YEAR OF A MARKETING AND COMMUNICATIONS PLAN TO INCREASE THE SALVAGE AND RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS

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Date: March 11, 2002

Presented by: Councilor Park

**Committee Recommendation:** At its March 6 meeting, the committee considered Resolution No. 01-3165 and voted unanimously to send the resolution to the Council for adoption. Voting in favor: Councilors Bragdon, McLain, Park and Chair Atherton.

**Background:** Metro Code section 2.04.054 authorizes the use of a request for proposals contracting process provided that findings are made that the use of such an approach does not discourage competition.

Construction salvage demolition debris has long been recognized as major components of the region's wastestream that are not being adequately recycled. These materials are among those that have been specifically targeted by the REM Department's Waste Reduction and Recycling Initiatives program for additional education, marketing and communications work.

### **Committee Discussion:**

Bryce Jacobsen, REM Solid Waste Planner, presented the staff report. He noted that he is the manager of the REM Department's construction and demolition debris recycling and waste reduction program. Construction and demolition make up about 26% of the region's wastestream and about 50-60% of this material that could be recycled is currently being landfilled. Most of the material is either gathered in drop boxes or direct hauled for disposal.

He explained that the purpose of the proposed resolution is to issue an RFP from which a vendor will be selected to initiate the first year's work as part of a comprehensive, long-term (three years) marketing and communications program to improve the recycling of construction and demolition debris. Jacobsen noted that a recent survey found that generators of construction and demolition debris are not well informed or motivated concerning recycling opportunities and that recycling is not a high priority. The goal of the work proposed in the RFP will be to create a well-coordinated, connected and sustainable program.

The program will be tailored to specific audiences and establish long term relationships with trade associations, chambers of commerce, local government construction permit centers and building material retailers. Better use of business media, such as the Daily Journal of Commerce and the Business Journal also would be developed.

Councilor McLain indicated that it appeared that the staff was headed in the right direction, but expressed concern over the need for performance measures and an adequate review of the results generated by the proposed scope of work. She expressed interest in amending the resolution at Council to provide such performance measures. (Note: following the meeting staff agreed to amend the resolution staff report to require a report to the Council on the effectiveness of the proposed scope of work prior to releasing an RFP for the second year of the project. Councilor McLain accepted this change as meeting her intent.)

Chair Atherton questioned whether more vendor evaluation points should be given to the nature of the proposed work plan. Jacobsen responded that the scope of work outlines nature of the work to be completed in great detail. Chair Atherton also noted that there is a need to address the impact of dry waste landfill facilities outside of the district boundaries on the effectiveness of dry waste recycling.

## **STAFF REPORT (REVISED 03/11/02)**

IN CONSIDERATION OF RESOLUTION NO. 02-3165 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR IMPLEMENTATION OF THE FIRST YEAR OF A MARKETING AND COMMUNICATIONS PLAN TO INCREASE THE SALVAGE AND RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS

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Date: February 4, 2002

Presented by: Terry Petersen

### **PROPOSED ACTION**

Resolution No. 02-3165 would authorize the Executive Officer to release a request for proposals (RFP) for implementation of the first year of a marketing and communications plan to increase the salvage and recycling of construction and demolition debris and to enter into an agreement with the most qualified and cost-effective proposer.

### **EXISTING LAW**

Metro Code 2.04.026(b) requires Council approval of contracts in excess of \$50,000 that are not anticipated in the approved budget.

### **FACTUAL BACKGROUND AND ANALYSIS**

According to a recent study of the region's waste performed by the State Department of Environmental Quality (DEQ), construction and demolition (C&D) waste represents 26%, or 281,000 tons, of the region's overall waste stream being disposed of in landfills.

Over the past 10 years, Metro, local governments, solid waste haulers and recycling companies have instituted a variety of education and outreach programs aimed at expanding source-separated recycling and salvage at construction and demolition sites. Examples of these individual projects include the Earth-Wise Builder program, one-page job-site recycling case studies and the "Recycling Pays" video. Although Metro has had some short-term success with these early C&D projects, staff and the C&D task force strongly believe that the long-range success of these efforts depends upon these programs being well-connected, sustained over a longer time period and better coordinated with the activities of other partners such as construction industry associations.

Metro's Regional Solid Waste Management Plan (RSWMP) calls for significant expansion of waste prevention and recycling activities by contractors, builders and others in the building industry within the region in order to reach regional recycling goals. The State-of-the-Plan Report (1999) estimates that an additional 92,000 tons must be recovered from the C&D sector over 1998 recovery levels to meet the region's recycling goals.

In 1999, the Regional Waste Reduction Initiative C&D Task Force (comprised of Metro and local government staff) was formed to evaluate current recovery, identify areas for improvement, and develop and implement programs and incentives to address these issues. The Task Force's 1999-2002 work plan identified the need for ongoing industry education about salvage and recycling

methods as a priority. The 2001-02 C&D work plan was adopted by Council as part of the Year 12 Partnership Plan for Waste Reduction.

This project is the second portion of a two-stage project. The first stage was the creation of a three-year information and marketing plan for expanding salvage and deconstruction and promoting source-separated recycling efforts. A team of consultants created this three-year plan in FY 2000-01 (see Attachment A to RFP # 02-1009-REM). The scope of work in the RFP includes the tasks required to implement Year One of this information and marketing plan. Years Two and Three will be implemented through a separate contract, providing staff the flexibility to fine-tune this project over time and allowing for changes in yearly budget allocations.

By June 30, 2003, staff will have completed the survey and measurement work described on Page Three of the RFP. Before the release of the RFP for the second year of this project, staff will provide a written update to the Metro Solid Waste and Recycling Committee on the Year One project findings and the measured effect on salvage and recycling behavior.

REM staff spent summer and fall 2001 preparing to release this RFP. Preparation work included creating the “tools” that will be used in the implementation of the marketing and communications plan: The Construction Industry Recycling Toolkit, Toolkit Find It map of facilities, Toolkit Carpenters Pencil, Metro construction site recycling interactive web-site ([www.metro-region.org/recycling](http://www.metro-region.org/recycling)) and the Construction Industry Recycling Toolkit Planners Guide.

The scope of work for this RFP is based on a comprehensive strategy that includes:

- Developing lasting partnerships with local building industry associations, Chambers of Commerce and business associations.
- Working cooperatively with local building permit centers, building material retailers and wholesalers to distribute Metro C&D literature, such as the Construction Industry Recycling Toolkit and the Construction Industry Recycling Toolkit Planners Guide.
- Creating direct outreach opportunities through a series of construction managers forums.
- Creating interest in waste reduction by placing articles/case studies in local industry publications.

The work was originally budgeted as two separate contracts. They were combined in the recommended RFP due to the economies of scale available. The project would begin in April 2002 and be completed by June 30, 2003.

## **BUDGET IMPACT**

The budget for the RFP is \$100,000 and is listed in the REM FY 2001-2002 budget as two separate line items under contracted professional services: C&D Recycling Outreach-Expand (\$50,000); and, C&D Salvage Outreach-Expand (\$50,000).

## **EXECUTIVE OFFICER RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 02-3165.

## **STAFF REPORT**

IN CONSIDERATION OF RESOLUTION NO. 02-3165 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR IMPLEMENTATION OF THE FIRST YEAR OF A MARKETING AND COMMUNICATIONS PLAN TO INCREASE THE SALVAGE AND RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS

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