

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AWARDING A CONTRACT) RESOLUTION NO. 89-1067
FOR THE WASTE STREAM SORT COMPONENT)
OF THE SOLID WASTE STREAM CHARACTER-) Introduced by Rena Cusma
IZATION STUDY) Executive Officer

WHEREAS, A Request for Proposals (RFP) was issued by the Solid Waste Department for the purpose of obtaining the services of a consultant to assist Metro staff in conducting a characterization study of the waste stream of the Portland metropolitan area; and

WHEREAS, The waste stream characterization study will provide the factual basis for the Metro Waste Reduction Program, and establish a baseline for long term measurement of system performance; and

WHEREAS, After a competitive selection process, SCS Engineers has been determined to be the firm that 1) is best qualified, 2) offers least risk and 3) has the most cost effective proposal; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District

1. Approves of the determination that SCS Engineers submitted a responsive and cost effective proposal, and does hereby approve the contract with SCS Engineers for a cost not to exceed thirty-eight thousand nine hundred dollars (\$38,900.00);
2. Request that the Executive Officer authorize the Solid Waste Director to proceed with consummation of the contract with SCS Engineers, said contract to be in a form substantially similar to Exhibit "A" attached to the original hereof and hereby incorporated by reference.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1989.

NOT ADOPTED

Mike Ragsdale
Presiding Officer

EXHIBIT A

AGREEMENT TO FURNISH CONSULTING SERVICES
TO THE
METROPOLITAN SERVICE DISTRICT
FOR
WASTE STREAM SORT COMPONENT OF THE SOLID WASTE CHARACTERIZATION STUDY

This Agreement is executed this _____ day of _____, 1989, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR, 97201-5398, and SCS Engineers, hereinafter referred to as "CONSULTANT," whose address is 1008 140th Avenue, N.E., Bellevue, WA, 8005.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

A. This Agreement is for assistance to METRO with implementation of a solid waste stream characterization study. CONSULTANT shall conduct the waste stream sort component of the characterization study as described in the Scope of Work attached hereto as Attachment A and in accordance with the Proposal attached hereto as Attachment B; both Attachments A and B hereby being incorporated by reference into this agreement. Upon receipt of a notice to proceed, CONSULTANT shall perform the services and deliver to METRO the material described in the Scope of Work. All services shall be provided in a competent manner in accordance with the Scope of Work. Any difference between the Scope of Work described in Attachment A and the scope of work described in Attachment B shall be resolved in favor of the description of the Scope of Work in Attachment A.

B. Throughout the performance of this Agreement, CONSULTANT agrees to assign key personnel as shown in the Proposal unless (1) METRO agrees to changes in personnel, due to changes in the Scope of Work, or (2) reassignment of personnel or reduction by CONSULTANT is appropriate and will not result in a reduction of personnel expertise. Any change in personnel or reduction of Disadvantaged and Women-Owned Business Enterprise utilization shall first be approved by METRO.

ARTICLE II

COMMENCEMENT AND COMPLETION OF AGREEMENT

CONSULTANT shall complete all professional services by April 30, 1989. This Agreement may be amended or extended at any time upon mutual written consent of METRO and CONSULTANT.

ARTICLE III

COMPENSATION

METRO shall compensate the CONSULTANT for services performed and materials delivered as described in Article I. The maximum sum of thirty-eight thousand nine hundred dollars (\$38,900).

ARTICLE IV

TERMS OF PAYMENT

A. On after the 30th day of the month preceding the completion of the Scope of Work, CONSULTANT may invoice METRO for payment for the work completed.

B. METRO shall pay CONSULTANT for the amount of approved invoices within thirty (30) days after receipt of invoices.

C. CONSULTANT shall notify METRO in writing when all services are completed and all terms of this Agreement are satisfied by CONSULTANT. If METRO agrees, it shall acknowledge in writing within five (5) working days. If METRO disagrees, it shall so notify CONSULTANT in writing within five (5) working days and advise of deficiencies. Thereupon, CONSULTANT shall take corrective measures, upon the conclusion of which METRO shall then issue its acceptance of the services.

ARTICLE V

METRO'S RESPONSIBILITIES

A. METRO designates Gerald Uba, Project Manager, as its representative authorized to act in its behalf. The representative shall examine submissions made by CONSULTANT and shall render decisions pertaining to the accuracy and validity of the CONSULTANT work.

B. METRO shall provide information, as expeditiously as possible, regarding the requirements of the Scope of Work.

ARTICLE VI

LIABILITY AND INDEMNITY

A. CONSULTANT is an independent contractor and assumes sole responsibility for the contents of its work and performance of its services and assumes full responsibilities for all liability for bodily injuries or physical damage to person or property arising out of or related to this Agreement.

B. CONSULTANT shall indemnify and hold METRO, its agents and employees, 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, with any patent infringement arising out of the use of CONSULTANT's designs or other materials by METRO or with any claims or disputes involving subcontractors or contractors.

C. CONSULTANT shall include language substantially similar to that in paragraphs A and B above in any subcontracts which it may enter into.

ARTICLE VII

INFORMATION, REPORTS AND DATA

A. All information, reports and data collected or prepared by CONSULTANT or its subconsultants hereunder shall become the property of METRO and may be used by METRO for any purposes whatsoever. CONSULTANT shall have the right to use copies of all such documents prepared by it hereunder in the conduct of its business without accounting to METRO unless otherwise specified by METRO.

B. CONSULTANT shall include in any subconsultant contracts language substantially similar to that in paragraph A above.

ARTICLE VIII

TERMINATION

METRO may terminate this Agreement in its sole discretion upon giving CONSULTANT five (5) days oral or written notice, oral notice to be confirmed in writing. In the event of termination, CONSULTANT shall be entitled to payment for labor performed and reimbursable

expenses incurred to the date of termination. Termination by METRO will not waive any claims or remedies it may have against CONSULTANT.

ARTICLE IX

PUBLIC CONTRACTS

CONSULTANT shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms necessary to be inserted into public contracts in the State of Oregon, as if such provisions were a part of this Agreement. CONSULTANT acknowledges receipt of copies of ORSf 187.010 - .020 and 279.310 - .430.

ARTICLE X

SUCCESSORS AND ASSIGNS

METRO and the CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement may not under any condition be assigned or transferred by either party.

ARTICLE XI

SUBCONTRACTS

All subconsultants must be approved by METRO.

ARTICLE XII

DBE/WBE REQUIREMENTS

CONSULTANT shall adhere to the provisions of METRO's Disadvantaged and Women-Owned Business Enterprises goals (DBE/WBE). The goal for Disadvantaged Business Enterprises (DBEs) is even (7) percent and for Women-Owned Enterprises (WBEs), five (5) percent. Failure to achieve these goals must be clearly demonstrated not to have been due to a lack of good faith effort in attempting to meet these goals. A copy of the METRO Code Chapter 2.04 is attached hereto and incorporated by reference herein as Attachment C.

ARTICLE XIII

EXTENT OF AGREEMENT

The Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

SCS ENGINEERS
DISTRICT

METROPOLITAN SERVICE

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF WORK FOR THE FULL WASTE STREAM SORT OF LANDFILL DISPOSED PORTION

1. Introduction and Purpose

As stated in the Metro Waste Reduction Program, one of Metro's tasks is to establish and use the waste stream composition study for long term measurement of system performance. The waste stream sort makes up the first half portion of the waste stream composition study. Data collected during the sort will be analyzed and used in determining the percentage distribution of the Metro's waste stream components.

II. Work to be Performed

Contractor shall 1) perform a five days waste sort at each of the following three solid waste facilities in the region -Metro South Station, St. Johns Landfill, and Hillsboro Landfill and 2) sort commercial load samples, self-haul load samples and high grade commercial samples.

Contractor shall apply the following methodology in performing the tasks listed below.

METHOD OF SORTING THE WASTE STREAM

1. Select at random sample vehicles at gatehouse of disposal facilities.
2. Interview drivers of sample vehicles at gatehouses of disposal facilities.
3. Direct sample vehicles to unload in the designated sort area.
4. Extract approximately 200 - 300 lbs of waste sample from load with a front end loader and place same into sort box. Waste sample must be protected from rain.
5. Sort waste sample, item by item, into plastic containers. Weigh the container and record weight on the "Field Sort Form" (see Attachment C).
6. Tear open plastic bags and manually segregate each item of waste, placing it in the correct plastic container. Weigh the container and record weight on the "Field Sort Form".

7. Repeat the above steps until the entire sample is sorted. Prepare the sort area for the next sample.

TASK 1a: COMMERCIAL LOAD SAMPLING

- 1a.1. Contractor shall randomly select sample commercial trucks at the gatehouses of the three disposal facilities. Sampling shall occur for rear, side and front-load packer trucks, and commercial drop boxes, on waste delivered to the sites.
- 1a.2. Contractor shall sort 12 samples of commercial loads during four days of the sampling period at each disposal site, using the method described in B above. The random selection of commercial trucks must be performed in such a manner that the loads are representative samples of the various generators (e.g., homes, apartments, retail business, industrial, etc.) The schedule of sampling will be finalized in contract negotiations.
- 1a.3. Contractor shall request information from the driver of each commercial truck sampled and record the company's Metro number, company name, type of vehicle, generalized route area, load source, load type (i.e., type of generators). When not obtainable from the driver, such information shall be requested from the company owning the truck. Any special factors that affect waste generation will be identified and recorded (e.g., occurrence of a holiday or unusual weather pattern). Wherever possible, sampling close to the occurrence of such out-of-the-ordinary events will be avoided. Contractor shall also record weight, percentages and types of all material as requested on the "Field Sort Form". All parameters used in measurement and determination of waste stream components shall be defined.
- 1a.4. Contractor shall take count of three types of beverage containers during the sort. The containers include:
 - Returnables - a count of glass, aluminum, and plastic returnable containers having Oregon deposit statement. Broken, returnable containers will not be included in the count.
 - Wine Coolers - a count of all glass and plastic wine cooler containers prior to adding them to the appropriate glass or plastic beverage category. Broken containers will not be included in the count.

- Milk Jugs - a count of all plastic milk jugs, including crushed, split or broken jugs.

- 1a.5. Contractor shall separate the containers and content of household hazardous waste found during the sort (see Attachment D) and record same in the "Household Hazardous Waste Characterization Data Form" (see Attachment E). Contractor shall pull out all medical/infectious waste (syringes, tubing, gauze etc.) found in the sample waste. Contractor shall also hand over the containers and content of both the household hazardous waste and medical/infectious waste to Metro for proper disposal.

TASK 1b: SELF-HAUL LOAD SAMPLING

- 1b.1. Contractor shall randomly select self-haul vehicles at the gatehouses of the three disposal facilities. Sampling shall occur for car, pickup, trailer and other vehicles on waste delivered to the disposal facilities.
- 1b.2. Contractor shall perform 12 samples of self-haul loads one day of the sampling period, at each disposal facility using the method described in B above. The contractor shall utilize some method of random selection that identifies self-haul loads as representative of self-haul vehicle types.
- 1b.3. Contractor shall request information from the driver of each self-haul vehicle sampled and record the weight, percentages and types of materials as requested in the "Field Sort Form". All parameters used in measurement and determination of waste stream components shall be defined.
- 1b.4. Contractor shall also take count of three types of beverage containers during the sort. See 1a.4 for the type of containers.
- 1b.5. Contractor shall separate the containers and content of household hazardous waste found during the sort (see Attachment D) and record same in the "Household Hazardous Waste Characterization Data Form" (see Attachment E). Contractor shall pull out all medical/infectious waste (syringes, tubing, gauze etc.) found in the sample waste. Contractor shall also hand over the containers and content of both the household hazardous waste and medical/infectious waste to Metro for proper disposal.

TASK 2: HIGH-GRADE COMMERCIAL WASTE SAMPLING

- 2.1. Contractor shall develop a geographically balanced generic list of expected high-grade waste generators in the region. In cooperation with Metro, specific generators will be selected from the generic list as representative for sampling. Contractor shall, thereafter, sort pre-selected drop boxes from the generator and record the weight, percentage and types of materials as requested on the "Field Sort Form". The list of the generator-type will include, but not be limited to, shopping malls, mixed retail stores, schools, fast food restaurants, full-service restaurants, multi-family dwellings, multi-tenant office buildings, schools, grocery stores, manufacturers, etc. A minimum of two samples will be accepted as a representative sample for each category of waste generator.
- 2.2. Contractor shall contact the pre-selected high-grade waste generators. Contractor shall develop the method to be used in sorting the waste in the generators' drop boxes.*

*Note: This task will require a cooperative arrangement with the pre-selected sample of high-grade waste generators and/or haulers on how their drop boxes will be sorted. Metro is willing to assist the Contractor reach a mutual agreement with generators and/or haulers.

TASK 3: PERIODIC REPORTING REQUIREMENTS

Written progress reports shall be submitted weekly throughout the contract period. These reports shall summarize the work completed at each study site (including the high-grade waste sample sites) in the preceding week.

EVALUATION AND SELECTION PROCESS

A. EVALUATION CRITERIA

General-----[15 POINTS]

- a. Compliance with RFP
- b. Completeness of response
- c. Clarity and understandability

Project Organization-----[15 POINTS]

- a. Project management, assignment of personnel and use of sub-consultants.
- b. Availability of project staff.

Project Work Plan and Methodology-----[20 POINTS]

- a. Demonstration of understanding of the project objectives and responsiveness of proposal to those objectives.
- b. Project Work Plan. Amount of detail provided and demonstration of ability to adhere to the indicated work schedule.
- c. Appropriateness of sorting methodology to be employed.
- d. Utility of information to be included in the final report.

Project Staffing Experience-----[20 POINTS]

- a. Commitment of the firm to the project and expertise of assigned personnel.
- b. Qualifications and favorable references for project manager, project team and sub-consultants
- c. Demonstrated knowledge of waste management issues and/or waste characterization.
- d. Evidence of related, successful work record of the firm and sub-consultants.

Budget/Cost Proposal-----[30 POINTS]

Total cost of proposal.

Below is the pattern of waste flow to the disposal facilities in 1988.

1) St. Johns landfill

Waste quantities for 1988:

Commercial tons -----	388,285
Commercial trips -----	80,612
Public yards -----	18,134
Public trips -----	33,529

2) Metro South Transfer Station

Waste quantities for 1988:

Commercial tons -----	273,643
Commercial trips -----	57,128
Public yards -----	30,758
Public trips -----	58,802

3) Hillsboro Landfill

Waste quantities for 1988:

Commercial tons -----	46,230
Commercial trips -----	20,646
Public tons -----	16,619
Public trips -----	41,037



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Date: April 6, 1989

To: Bob Martin, Solid Waste Director

From: Donald E. Carlson, Council Administrator

Regarding: RESOLUTION NO. 89-1067, Approving the Award of a Contract to SCS Engineers for the Waste Sort Component of the 1989 Waste Stream Characterization Study

As you know, the above contract was caught "mid stream" in the change in Metro's contracting procedures. Based on the adoption of Ordinance No. 89-271 which revised contracting procedures, it is our determination that the Waste Stream Characterization Study contract does not have to be approved by the Council Internal Affairs Committee.

As I understand the situation, this contract was included in the current year budget, work is to be completed during the current fiscal year, and the Solid Waste Committee has reviewed the contract and made a recommendation for its adoption. Given these facts, it appears the processing of this contract meets the spirit of the new Code provisions.

cc: Mike Ragsdale
Gary Hansen
Dan Cooper
Debbie Gorham
Gerald Uba

R-1067.mem

COMMITTEE REPORT

Agenda Item _____

Meeting Date March 23, 1989

RESOLUTION NO. 89-1067, APPROVING THE AWARD OF A CONTRACT TO SCS ENGINEERS FOR THE WASTE SORT COMPONENT OF THE 1989 WASTE STREAM CHARACTERIZATION STUDY

Date: March 15, 1989

Presented by: Councilor Judy Wyers, Solid Waste Committee

Committee Recommendation

The Solid Waste Committee recommends the Internal Affairs Committee recommend Council adoption of Resolution No. 89-1067.

Committee Discussion/Issues

Thirty thousand dollars was budgeted for a five-day waste sort at Metro South Station, St. Johns Landfill and Hillsboro Landfill. Commercial, self-haul, and high grade commercial samples are to be included in the waste sort. The waste sort is a component of the 1989 Waste Stream Characterization Study. The purpose of the study is to provide the factual basis for the Metro Waste Reduction Program, and establish a baseline for long-term measurement of system performance.

Proposals were reviewed and scored by an evaluation team. The evaluation team recommends SCS Engineers to conduct the waste sort project. The team feels that SCS Engineers is the best qualified, offers the least risk and has the most cost effective proposal, and would meet Metro's WBE contracting goals.

SCS Engineers proposed \$38,900 for the waste stream sort. This is \$8,900 over the amount budgeted for the project, but the evaluation team recommends that the scope of work should not be scaled down. Savings from other Materials and Services budget items of the Waste Reduction Program are sufficient to cover the additional cost. The Solid Waste Committee supports the recommendation of the evaluation team.

Vote

The Solid Waste Committee voted 4 to 0 to recommend to the Internal Affairs Committee Council adoption of Resolution No. 89-1067. Voting: Councilors Hansen, Kelley, Buchanan and Wyers. Absent: Councilor Ragsdale. This action taken March 14, 1989.

RB:pa
RAYB.054

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1067, FOR THE
PURPOSE OF APPROVING AWARD OF A CONTRACT FOR THE WASTE
STREAM SORT COMPONENT OF THE SOLID WASTE STREAM
CHARACTERIZATION STUDY

Date: March 6, 1989

Presented by: Bob Martin
Debbie Gorham

FACTUAL BACKGROUND AND ANALYSIS

The 1988/89 fiscal year Solid Waste budget provides for the implementation of a waste stream characterization study. The study will provide the factual basis for the Metro Waste Reduction Program, and establish a baseline for long term measurement of system performance.

A Request for Proposals (RFP) was issued that solicited professional technical services to conduct the waste stream sort component of the study. The services to be provided include:

- 1) Perform a five day waste sort at each of three solid waste facilities in the region - Metro South Station, St. Johns Landfill, and Hillsboro Landfill.
- 2) Sort commercial load samples, self-haul load samples and high grade commercial samples.

Two firms submitted proposals on February 28, 1989. The two firms were Dames & Moore and SCS Engineers. Proposals were evaluated by a team consisting of Tom Miller, President, Miller Disposal Services; Rob Smoot, Associate Engineer; Pat Vernon, Associate Planner; and Gerry Uba, Project Manager, Solid Waste Department.

EVALUATION PROCESS

The proposals were evaluated on the basis of cost (30 points), work plan and methodology (20 points), staffing (20 points), organization (15 points) and compliance with RFP (15 points).

The two vendors proposed costs that were higher than the \$30,000 that was budgeted for the project. Dames & Moore proposed \$59,000 for both the waste stream sort and data entry and analysis. The latter task was not requested of the proposer. SCS Engineers proposed \$38,900 for the waste stream sort.

Since the costs proposed by both vendors were higher than the budgeted amount, the evaluation committee applied a scoring method that compares a vendor's cost proposal one to the other. The cost for data analysis that was inappropriately included in Dames & Moore proposed cost was not used in the evaluation.

The evaluators scored the rest of the categories separately. An average of all the scores was computed in order to determine the vendor to for recommendation of Contract award. The table below shows the results of the total scores for the two vendors.

CATEGORIES	POSSIBLE SCORE	VENDOR	
		Dames & Moore	SCS Engineers
Cost Proposal	30%	13.5	16.4
Work Plan & Methodology	20%	14.5	16.25
Staffing Experience	20%	14.75	18.5
Organization	15%	12.0	14.5
Compliance	15%	10.25	11.87
TOTAL POINTS	100%	65.0	77.52

The two firms will be employing subcontractors. SCS Engineers will meet the WBE requirements by hiring R.A. Wright Engineering (a registered WBE in Oregon). SCS stated in its proposal that R.A. Wright Engineering will be hiring disadvantaged individuals (a share of 15 percent of the proposed cost) and as such, about 45 percent of the total project will go to the WBE and disadvantaged individuals.

Dames & Moore proposed a to meet the DBE/WBE requirements by hiring Micro Services Plus of Berkeley, California and Pandata of Portland, Oregon to do the data entry and analysis, the activities beyond the requested scope of work. Dames & Moore did not state what percentage of the proposed work/cost within the project scope, if any, would be awarded to DBE/WBE subcontractors. Further, Micro Services Plus is not a registered DBE or WBE in Oregon. Pandata is a registered DBE/WBE in Oregon.

Based on all the information described above, SCS Engineers is the firm that 1) is best qualified, 2) offers least risk and has the most cost effective proposal and 3) would meet Metro's WBE contracting goals.

The evaluation team recommends that the scope of work should not be scaled down since such action will affect the validity of the entire Waste Stream Characterization Study.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 89-1067 awarding the Contract for the waste sort component of the 1989 Waste Stream Characterization Study to SCS Engineers.

Savings from other Materials and Services budget items of the Waste Reduction Program are sufficient to cover the additional \$8,900 required for successful completion of this project.