

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A) RESOLUTION NO. 90-1195
REQUEST FOR PROPOSALS DOCUMENT FOR)
PROFESSIONAL SERVICES TO COMPLETE) Introduced by Gary Hansen
A MODEL ZONING ORDINANCE) Councilor

WHEREAS, Section 2.04.033(b) of the Metro Code requires that the Council must approve the proposal document for certain contracts, including multi-year contracts; and

WHEREAS, The Council in reviewing those contracts anticipated in the approved budget, specifically placed the Model Zoning Ordinance Contract on the "A" list, directing that the contract come before the Council; and

WHEREAS, the Council has reviewed the Request for Proposals and related documents; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves the Request for Proposals for the Model Zoning Ordinance as Exhibit A hereto and authorizes that it be released for response by vendors or proposers.

ADOPTED by the Council of the Metropolitan Service District the 25th day of January, 1990.


_____, Presiding Officer

EXHIBIT A

**REQUEST FOR PROPOSALS
TO DRAFT A MODEL SOLID WASTE FACILITY SITING ORDINANCE**

issued by
Metropolitan Service District
Planning and Development Department
November, 1989

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REQUEST FOR PROPOSALS
TO DRAFT A MODEL SOLID WASTE FACILITY SITING ORDINANCE

I INTRODUCTION

The Planning and Development Department of the Metropolitan Service District (Metro) is requesting proposals from qualified firms to assist Metro in preparing a model solid waste facility siting ordinance. The ordinance must have clear and objective standards for concluding whether a proposal for a solid waste facility may be approved.

Proposals will be due no later than 5:00 p.m., PST, February 16, 1989, at Metro's Planning and Development Department, 2000 S.W. First Avenue, Portland, Oregon. Details concerning the project and proposal are contained in this document.

II. BACKGROUND

Siting of solid waste facilities to assist and complement the total solid waste management system is a critical factor in implementing the Regional Solid Waste Management Plan. Policies have been adopted in the Plan which state that "Each city and county shall provide appropriate zoning to allow planned solid waste facilities or enter into intergovernmental agreements with others to assure such zoning. Whether by outright permitted use, conditional use or otherwise, appropriate zoning shall utilize only clear and objective standards that do not effectively prohibit solid waste facilities".

Metro has determined that the completion of a model solid waste facility siting ordinance would be helpful in assisting local governments. The solid waste facilities to be addressed in the design of the model ordinance are depots, demolition landfills, lumber recovery centers, material recovery centers, mixed construction and demolition debris collection centers, mixed waste composting facilities, small scale specialized incinerators, staging areas, transfer stations, and yard debris processing centers. Working definitions of the subject facilities, along with other related facilities and terms, are supplied in Attachment A.

The project will involve drafting a model ordinance and working with staff, the Metro Land Use subcommittee, the Technical Committee and the Policy Committee. Final review will be completed through the Metro Council's Solid Waste Committee and the full Metro Council.

III. PROPOSED SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the tasks as described in this section. Definitions for each facility are contained in Attachment A.

Proposers are to develop a work plan and budget per task and subtask identified in the scope of work. The methodologies for each task are to be described in detail. The final work plan and budget will be negotiated after the selection of the consultant, and may vary from these tasks. Proposers may present alternatives to the following tasks which meet the objectives of the study. Attachment B contains a listing of relevant Metro solid waste data materials. All of these materials are available to the proposers upon request. Attachment C is a listing of relevant committee schedules.

Proposers are to present a work plan which can be completed within a seven-month period or less. Metro reserves the right to select part or all of a proposal for implementation.

WORK PROGRAM ELEMENTS AND TASKS

Element 1 Research and preparation

- Task 1.1 Review approved objectives, facility definitions and strategy paper
- 1.2 Complete literature search
- 1.3 Attend project coordination meeting with staff

Element 2 Ordinance Drafting and Review

Task

- 2.1 Ordinance Drafting
 - 2.1.1 Review Ordinance Outline completed by Metro Office of General Counsel and planning staff
 - 2.1.2 Consultant draft of clear and objective standards
 - 2.1.3 Consultant draft of administrative design
 - 2.1.4 Review by Metro planning and Office of General Counsel
- 2.2 Ordinance Review
 - 2.2.0 Distribute model language to staff for review
 - 2.3.0 Revise as appropriate
 - 2.4.0 Present draft to Land Use subcommittee
 - 2.5.0 Attend Second meeting with Land Use
 - 2.6.0 Attend Third meeting with Land Use
 - 2.7.0 Review industry, local government comments, respond as appropriate
 - 2.8.0 Attend Fourth meeting with Land Use
 - 2.9.0 Review model language with Technical subcommittee, revise as necessary
 - 2.10.0 Attend Second meeting with Technical subcommittee

- 2.2 Ordinance Review (continued)
- 2.11.0 Meet with Policy Committee, amend as appropriate
- 2.12.0 Attend Second Policy Committee meeting
- 2.13.0 Attend meeting with Council Solid Waste Committee for
- 2.14.0 Attend second meeting with Council Solid Waste Committee
- 2.15.0 Attend Metro Council meeting
- 2.16.0 Attend second Metro Council meeting
- 2.17.0 Provide a training session for staff

IV. PERIODIC REPORTING REQUIREMENTS AND PRESENTATION OF FINDINGS

After the completion of each task, the consultant is to submit a draft written report for Metro staff review. Metro staff will review each draft and make changes if necessary. After Metro staff review, the consultant will incorporate Metro staff changes and submit a final written report which will be the basis of subcommittee and committee review. As appropriate to the subcommittee or committee direction, revisions may be necessary, and the consultant shall make such changes.

In addition to the final report, proposers are expected to assist Metro staff, as necessary, in presenting the finding of the study to Metro committees throughout the contract period.

V. EXPERIENCE REQUIREMENTS

The proposer must demonstrate knowledge and experience in the following:

- Knowledge of Oregon land use planning requirements,
- knowledge and experience with the administration of zoning ordinances,
- experience working with public review bodies.

In addition, experience with solid waste planning and implementation, and solid waste industry practices will be strongly weighed.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Eight copies of the proposal shall be furnished to Metro addressed to:

Mark Turpel
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

B. Deadline

Proposals will not be considered if received after 5:00 p.m., PST, February 16, 1989. Postmarks are not acceptable.

C. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP, or the project, must be submitted in writing to Mark Turpel, Metro, 2000 S.W. First Avenue, Portland, OR 97201-5389. Any questions which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received at Metro after 5:00 pm, PST, February 5, 1989.

D. DBE/WBE Requirements

The successful proposer will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a good faith effort has been made to meet the goals. The goals for this contract are: Disadvantaged Business Enterprises (DBE) - 7 percent, and Women-Owned Business Enterprises (WBE) - 5 percent of the proposal amount. DBEs and WBEs must be certified as DBE/WBE at the time of RFP closing to count toward the contract goals. A current listing of certified DBE/WBE firms can be obtained from the Office of Minority and Women Businesses, State Executive Department, Salem, OR 97310, (503) 378-5651.

The proposal submitted must contain a fully completed Disadvantage Business Program Compliance Form contained herein (Attachment E). Metro requires any and all proposers to submit completed DBE and WBE utilization forms (Attachment E) with the proposal submission. Detailed procedures for completing the

forms and for demonstrating good faith efforts are contained in Ordinance No. 88-259, Metro's Disadvantaged Business Program (Attachment E). Proposers special attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (Determination of Good Faith Efforts).

VII. PROPOSAL CONTENTS

The proposal should contain not more than 35 pages of written material (excluding resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested. Contents of the proposal should be as follows:

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

B. Approach/Project Work Plan -- Describe how the work will be done within the given time frame and budget. Respondents are to develop a work plan, schedule and budget per task identified in the Scope of Work.

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

Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

D. Experience -- List of projects conducted over the past five years are required here. For each project, include the name of the contact person, her/his title, role on the project, and telephone number. Identify persons on the proposed study team who worked on each project, and their respective roles. Include resumes of individuals proposed for this contract.

E. Cost/Budget -- Present the proposed cost of the project by task and sub-task and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel

expenditures, support services, and subconsultant fees. Requested expenses should also be listed. The budget for this project is not to exceed \$25,000.

F. Exceptions and Comments -- To facilitate evaluation of proposals, Metro wishes that all responding firms adhere to the format outlined with this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP, should document their concerns in this part of their proposal.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitations and Award -- This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Contract Type -- Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard form contract which the successful consultant will be required to execute is attached.

C. Billing Procedures -- Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.

D. 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 the authority to bind any company contracted during the period in which Metro is evaluating the proposal.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure -- Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the

following section. The evaluation process will result in Metro developing a short list of the firms who, in its opinion, are most qualified. Interviews with these firms will be requested prior to final selection of one firm.

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

1. Project work plan and methodology
Vendors demonstration of providing a sound methodology for accomplishing project objectives.
2. Cost proposal
Proposed cost of project within acceptable range based on proposed work.
3. Project staffing experience
Evidence of experience of persons assigned to complete project tasks including experience in project management, data assessment and solid waste management.
4. Compliance with the RFP
Vendors demonstration of clearly understanding and complying with the RFP.
5. Organization
Ease in understanding written proposal.

X. ATTACHMENTS

A. Model Solid Waste Facility Ordinance Definitions

B. Metro Solid Waste Data Sources

C. RFP Time Line

D. Personal Services Contract Form

E. Disadvantaged Business Program

ATTACHMENT A - MODEL ORDINANCE FACILITY WORKING DEFINITIONS

Depot shall mean a facility for transferring containerized solid waste from one mode of transportation to another.

Demolition landfill shall mean a facility which is only authorized to accept land clearing debris, building construction and demolition debris and inert materials, and similar substances as further regulated and described in this ordinance. This is in contrast to a general purpose landfill which means a facility which accepts all type of municipal solid waste for burial on-site, but does not accept hazardous wastes as defined by ORS 466.005.

Hazardous waste collection center shall mean a facility for gathering, controlling and processing for safe transport of hazardous materials collected from households and small quantity generators as further regulated and described in this ordinance.

Limited purpose landfill shall mean any land disposal site permitted pursuant to rules adopted under ORS Chapter 459 for the disposal of non-hazardous waste material including asbestos, contaminated soil, demolition debris, wood, treated sludges for industrial processes, or other specific waste material.

Lumber recovery centers shall mean a facility which accepts used or damaged dimensioned lumber or timbers for reprocessing and transport as further regulated and described in this ordinance.

Material recovery centers shall mean a facility for obtaining from solid waste, by pre-segregation or otherwise, materials which still have useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled for the same or other purpose.

Mixed construction and demolition debris processing centers shall mean facilities which collect, store, process and distribute construction and demolition debris as further regulated and described in this ordinance.

Mixed waste composting facilities shall mean a facility in which the organic component of the solid waste stream is biologically decomposed under aerobic or anaerobic condition into a humus-like final product that can be used as a soil amendment.

Monofills shall mean a site which accepts only one material or material class for burial, as further regulated and described in this ordinance. An example would be a monofill which only accepts asbestos.

Staging area shall mean a place where empty or loaded trailers or containers are sorted for short durations awaiting transfer to the landfill.

Transfer station shall mean a facility which provides an interim point to dispose of waste, which is then transferred, and where material may be processed for recovery.

Small scale specialized incinerators shall mean an facility which is designed and operated to burn a specific waste product, and shall only be an ancillary use to the primary permitted or conditionally permitted use. This would include incinerators specifically designed for disposal of medical wastes located as a part of a medical facility. This does not include mass incinerators, refuse derived fuel technologies or any other process which utilizes unseparated municipal solid wastes.

Solid waste facility shall mean for the purposes of this ordinance, any depot, material recovery center, lumber recovery center, yard debris center, mixed waste composting facility, monofill, limited purpose landfill, hazardous waste collection center or staging area, small scale specialized incinerators, or mixed construction and demolition debris collection centers. General purpose landfills, solid waste incinerators or energy recovery facilities are not included within the term solid waste facility.

Yard debris processing centers shall mean a facility which processes yard debris into a usable soil amendment through controlled biological decomposition.

ATTACHMENT B

LIST OF METRO SOLID WASTE DATA MATERIALS

1. Regional Solid Waste Management Plan
2. Solid Waste Inventory
3. Basic Data for Solid Waste Management
4. Model Solid Waste Facility Zoning Ordinance - Strategy Paper

MT modorfp/dsk1

TIME LINE - MODEL SOLID WASTE ORDINANCE

	1989				1990											
Month	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Week	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234
1.1 Consultant selection																
1.1.1 Prepare RFP, staff review, Director approval	X															
1.1.2 Send to Contracts for review and approval	X (Sept 27)															
1.1.3 Contracts transmits to Legal for review		X (Oct 14)														
1.1.4 RFP filed by Contracts with Council					X (Dec 8)											
1.1.5 CSWC review						X (Jan 2)										
1.1.6 Council Hearing					X (Jan 11 or Jan 25)											Milestone - RFP approved by end of January
1.1.7 Amend as appropriate					X											
1.1.8 Advertise for services, notify pot. contractors					X (Jan 26)											
1.1.9 Proposals due						X (Feb 16)										
1.1.10 Review proposals, make recommendation						X (Feb 21)										
1.1.11 Complete staff report, resolution						X										
1.1.12 Contract Admin. review/ Executive Officer review						X										
1.1.13 Schedule & present to Solid Waste subcom.							X (Mar 6)									
1.1.14 Present to Metro Council							X March 22									Milestone - Contract award approved by end of March
1.2 Preparation of Draft Model Ordinance																
1.2.1 Review approved strategy paper, facility definitions									X (begin March 26)							
1.2.2 Complete literature search									X-X							
1.2.3 Attend project coordination meeting with staff									X							
1.2.4 Review ordinance outline									X-X							
1.2.5 Draft clear and objective standards									X-X							
1.2.6 Write administrative procedures									X-X							
1.2.7 Discuss review w/Metro legal, planning staff									X							
1.2.8 Revise as appropriate																X (May 15 - Milestone - First draft model ordinance)
1.2.9 Present draft to Land Use subcom.										X (May 18)						
1.2.10 Second meeting with Land Use										X (May 25)						
1.2.11 Prepare letter for public, industry comment										X						
1.2.12 Send letter to all interested parties										X						
1.2.13 Review public, industry comments											X					
1.2.14 Third meeting re: ord. w/ LU subc.											X (June 22)					
1.2.15 Fourth meeting re: ord. w/ LUsubc.											X (June 29)					
1.2.16 Review model language with Technical Subcom.											X (July 27)					
1.2.17 Optional mtg w. Tech sub re: model language												X (Aug 10 - special meeting date)				
1.2.18 Meet with Policy Com, amend as appropriate												X (Sept 14)				
1.2.19 Optional mtg w/ Policy Com. re: model code													X (Oct 12)			
1.2.20 Conduct mtg w/ Council SW com.														X (Nov 6)		
1.2.21 Optional mtg w/ Council SW com.														X (Nov 20)		
1.2.22 Conduct mtg w/ Metro Council														X (Dec 6)		
1.2.23 Complete staff training session - end of project														X (Dec 15)		

ATTACHMENT "C"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 19__, is 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 _____, hereinafter referred to as "CONTRACTOR," whose address is _____, for the period of _____, 19__, through _____, 19__, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To 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 CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of _____ AND _____

/100THS (\$_____) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT E

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Program, the above-named contractor has accomplished the following:

- _____ 1. Has fully met the contract goals and will subcontract _____ percent of the contract amount to DBEs and _____ percent to WBEs.

- _____ 2. Has partially met the contract goals and will subcontract _____ percent of the contract amount to DBEs and _____ percent to WBEs. Contractor has made good faith efforts prior to bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of bid opening (or proposal submission date).

- _____ 3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of bid opening (or proposal submission date).

Authorized Signature

Date

MODEL SOLID WASTE FACILITY ZONING ORDINANCE

STRATEGY PAPER

METRO



October, 1989

Planning and Development Department

MODEL SOLID WASTE FACILITY ZONING ORDINANCE

STRATEGY PAPER

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I. OBJECTIVE

To provide clear and objective standards for those facilities listed in the Regional Solid Waste Management Plan or those which will be included within the RSWMP.

II. WHY WRITE A MODEL ORDINANCE?

The Regional Solid Waste Management Plan (RSWMP) states that "Each city and county shall provide appropriate zoning to allow planned solid waste facilities or enter into intergovernmental agreements with others to assure such zoning. Whether by outright permitted use, conditional use or otherwise, appropriate zoning shall utilize only clear and objective standards that do not effectively prohibit solid waste facilities."

Metro has the responsibility of seeing that solid waste planning for the region is completed in a timely and effective manner. By funding the development of a model ordinance, Metro can provide assistance to local governments, who can in turn take the model ordinance and adapt it to local conditions.

The City of Portland elected to pursue a mitigation agreement, with its zoning ordinance addressing solid waste facilities with just a few lines of text. (The criteria and standards for siting solid waste facilities are contained within the joint agreement between the City and Metro). This meets the intent of the RSWMP for materials recovery facilities and transfer stations only. However, some local jurisdictions may choose to regulate solid waste facilities through zoning. They may wish to insure that the regulation of solid waste facilities outside the scope of the RSWMP are addressed. It is also likely that the regulations will be similar, whether contained within a mitigation agreement or within a zoning ordinance, so that the effort to write a model ordinance will pay off whether or not a mitigation agreement or zoning ordinance is chosen by a local jurisdiction.

III. WHAT SOLID WASTE FACILITIES WILL BE ADDRESSED?

The solid waste facilities proposed to be addressed are:

1. Demolition landfills
2. Household hazardous material collection depots
3. Limited purpose landfill
4. Materials recovery facilities
5. Mixed waste composting facilities
6. Mixed construction and demolition debris collection centers
7. Monofills
8. Municipal solid waste depots
9. Small scale specialized incinerators
10. Small quantity generator hazardous material collection facilities
11. Transfer stations
12. Transfer, Storage and Disposal facilities (TSD)
13. Wood waste recycling centers
14. Yard debris depots and
15. Yard debris processing centers.

IV. WHAT SOLID WASTE FACILITIES WILL NOT BE INCLUDED?

Energy recovery facilities such as mass incinerators and refuse-derived fuel technology facilities will not be included, consistent with Metro Resolution #89-1039-A. However, small scale special purpose incinerators are proposed to be included, as they can provide specialized means to dispose of small volume specialized wastes, such as medical wastes. No freestanding incinerators are included.

General purpose landfills will be excluded from consideration because of the 20 year contract Metro has with Waste Management for use of their Arlington Landfill.

No other facility other than those explicitly listed will be addressed.

V. HOW DO YOU DEFINE THESE SOLID WASTE FACILITIES?

The following definitions are proposed to describe the various facilities to be included in the model ordinance (the ** indicate where the definitions are new or differ from those in the RSWMP):

Demolition landfill shall mean a facility which is only authorized to accept land clearing debris, building construction and demolition debris and inert materials, and similarly substances as further regulated and described in this ordinance. This is in contrast to a general purpose landfill which means a facility which accepts all types of municipal solid waste for burial onsite, but does not accept hazardous wastes as defined by ORS 466.005. **

Household Hazardous waste collection depot shall mean a facility for gathering, and packaging household hazardous wastes for safe transport to approved processing and/or disposal facilities. **

Limited purpose landfill shall mean any land disposal site permitted pursuant to rules adopted under ORS Chapter 459 for the disposal of non-hazardous waste material including asbestos, treated petroleum contaminated soil, construction, landclearing and demolition debris, wood, treated sludges for industrial processes, or other specific waste material. **

Material recovery facility shall mean a facility for obtaining from mixed solid waste, materials which still have useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled for the same or other purpose. **

Mixed waste composting facility shall mean a facility in which the organic component of the solid waste stream is biologically decomposed under aerobic or anaerobic conditions into a humus-like final product that can be used as a soil amendment.

Mixed construction and demolition debris recycling facility shall mean a facility which collects, stores, processes and recovers recyclable material from mixed construction and demolition debris. **

DEFINITIONS - continued

Monofill shall mean a site which accepts only one material or material class for burial. An example would be a monofill which only accepts asbestos. **

Municipal Solid Waste Depot shall mean a facility for transferring containerized solid waste from one mode of transportation to another.

Select waste shall mean those waste substreams which due to their bulk, weight, or other unique handling characteristics meet one of the following criteria:

1. are not suitable or desirable for processing through regional transfer stations;
2. cannot utilize the primary transport system;
3. if land disposed, can be managed by limited-purpose landfills. **

Small scale specialized incinerator shall mean a facility which is designed and operated to burn a specific waste product, and shall only be an ancillary use to the primary permitted or conditionally permitted use. This would include incinerators specifically designed for disposal of medical wastes located as a part of a medical facility. This does not include mass incinerators or refuse derived fuel technologies or any other process which utilizes unseparated municipal solid wastes. **

Small quantity generator hazardous material collection facility shall mean a facility for the gathering, controlling and processing for safe transport, hazardous materials collected from small quantity generators. **

Solid waste facility shall mean for the purposes of this ordinance any Demolition landfill, Household hazardous material collection depot, Materials recovery facility (or materials recycling facilities), Mixed waste composting facility, Mixed construction and demolition debris recycling facility, Monofills, Municipal solid waste depot, Small scale specialized incinerator, Small quantity generator hazardous material collection facility, Transfer station, Transfer, Storage and Disposal facilities (TSD), Wood waste recycling center, Yard debris depot or Yard debris processing center. General purpose landfills, solid waste incinerators or energy recovery facilities are not included within the term solid waste facility. **

Transfer station shall mean a facility which provides an interim point to temporarily store municipal solid waste for transfer to larger vehicles for transport to a final disposal site. Material recovery may take place prior to transport.

Transfer, Storage and Disposal facility (TSD) shall mean a facility which meets the requirements of the Resource, Conservation and Recovery Act, 42 USC ss 6901-6987, as revised, for the transfer, storage and disposal of hazardous wastes.

Wood waste recycling center shall mean a facility which accepts scrap lumber, timbers, or natural wood debris including logs, limbs and tree trunks, for processing into products such as hog fuel, fuel pellets, or home fireplace logs. All raw materials shall be untreated wood and shall not contain pressure treated or wood preservative treated wood. **

DEFINITIONS - continued

Yard debris depot shall mean a facility which accepts yard debris for temporary storage, awaiting transport to a facility for processing.

Yard debris processing center shall mean a facility which processes yard debris into a usable soil amendment through controlled biological decomposition.

VI. WHAT TYPES OF IMPACTS CAN BE EXPECTED TO BE ADDRESSED?

The following is a list of potential environmental and land use impacts from solid waste facilities:

Environmental

air pollution (including dust/particulates, and volatile emissions)
ground water
landscaping/building/site design
fire prevention/protection
floodplains
geology and soil characteristics
litter
light/glare
methane gas control
noise
odor
surface water
topography
traffic/transportation
vibration
wetlands

Economic

Land Use

buffering, offsite impacts
historic, archeological resources
hours of operation
separation from open space and parks
sewage
signs
storage (visual concerns)

VII. WHAT IS MEANT BY CLEAR AND OBJECTIVE STANDARDS?

The phrase "clear and objective standards" is a term of art within the planning field. Standards which are clear and objective should only yield answers of either "yes" or "no" (eg. - Will a traffic level of service 'D' or better exist after development?) The model ordinance will proscribe clear and objective standards which protect the public from potential adverse impacts as listed on page 4.

In addition, the standards should be "tested" to insure that they are high enough to address legitimate impacts, but not designed to be simply onerous in order to discourage siting or make it impossible.

VIII. WHAT TYPES OF LOCAL REVIEW ARE AVAILABLE, AND HOW MIGHT THIS RELATE TO THE FACILITIES?

Typically, local jurisdictions have two or three types of review. The least involved is an Administrative Review is a type of process where the staff check the standards of the code and either approve or deny a proposal. Usually, no staff discretion is allowed by the code.

A second type of review available to local governments is to conduct a staff review, but after public notice has been completed, either by posting a site, notifying neighboring land owners within a specified distance or by publishing legal notice, or some combination of these methods.

The third major type of review is conducted through a public hearing, with either a Planning Commission, Elected Officials, or a Hearing Officer. This procedure also includes some means of public notice.

With regard to the proposed solid waste facilities, some types of facilities have much greater potential impacts than others. This could be handled by having those facilities which have few impacts processed through an administrative type of review. Other facilities which have greater potential impacts could be considered through a public hearing process.

IX. HOW WOULD THE REGULATIONS BE APPLIED TO ZONING ORDINANCES?

Residential zones are not generally appropriate for the types of solid waste facilities. (If Household Hazardous Waste Depots are sited at fire stations located on residentially zoned land, an exception may be considered)

Likewise, most neighborhood commercial zones, when applied to small (1 acre or less?) sites, do not appear to be good zones for these types of solid waste facilities.

A model ordinance designed to add uses and conditions to commercial, business park and industrial zones would appear to be the most appropriate approach. Where a commercial or industrial zone abuts a residential zone, additional standards may apply, depending upon proximity to residential and the type of solid waste facility. For those entities that have agricultural lands, the uses and standards could also apply, as anticipated in the RSWMP.

X. HOW SHOULD INDIVIDUAL FACILITY TYPES BE ADDRESSED?

In order to avoid confusion with ordinance administration and interpretation problems, it appears to be the best practice to define all possible facilities with as much detail and clarity as possible. This has been started with the definitions contained within this document on pages 2 and 3.

This is in contrast to only using a generic term such as "solid waste facility" to apply to all types of facilities. This strategy is suggested to address the issue of Danwell Corp v. Zoning Hearing Board, which found that a transfer station was not a permitted use or of the same nature as a sanitary landfill (which was a permitted use in the zone).

Although individual facilities may be very specifically defined and included within a zoning ordinance, it is possible to then aggregate logical groupings of facilities by materials processed, or level of potential impacts in order to save ordinance language from repeating some regulatory features.

XI. WHAT MIGHT CONSTITUTE A REASONABLE ORDINANCE STRUCTURE?

Several ordinance features have been discussed. Inclusion directly into appropriate zones, such as industrial and some commercial zones has been recommended. Review procedures ranging from administrative review to full public hearing processes have been described. Following is one possible way that the facilities could be addressed within a model ordinance:

<u>Facility Type</u>	<u>Possible Zones</u>
Demolition landfills	industrial, commercial, agriculture
Household hazardous material collection depots	industrial, commercial, residential?
Limited purpose landfill	heavy industrial, agriculture
Materials recovery facility	heavy industrial
Mixed waste composting facility	heavy industrial
Mixed construction and demolition debris recycling facilities	heavy industrial
Monofills	heavy industrial, agriculture

XI. WHAT MIGHT CONSTITUTE A REASONABLE ORDINANCE STRUCTURE? (continued)

<u>Facility Type</u>	<u>Possible Zones</u>
Municipal solid waste depots	light, heavy industrial
Small scale specialized incinerators	industrial, commercial
Small quantity generator hazardous material collection facilities	heavy industrial
Transfer stations	industrial, agriculture
Transfer, Storage and Disposal facilities (TSD)	heavy industrial
Wood waste recycling centers	light, heavy industrial
Yard debris depots	industrial, commercial
Yard debris processing centers	industrial, agriculture

**MODEL ORDINANCE
SELECTED RESOURCE MATERIALS**

Metro Documents

Basic Data for Solid Waste Management, June, 1988

Design Standards for the East Transfer and Recycling Center, draft, 1988

Inventory, Solid Waste Management Plan, May 1988

Operation Standards for the East Transfer and Recycling Center, draft, 1988

Regional Solid Waste Management Plan, October, 1988

Waste Stream Characterization Study, SCS Engineers, 1987, and 1989 update

Judicial Decisions

MIG Investments v. Illinois EPA, Supreme Court of Illinois, April, 1988, 5123 N.E. 2d 1 ("Vertical expansion of an existing landfill expands its 'boundaries' so that local government's approval is required by Illinois Environmental Protection Act") Land Use Law, October, 1988

Danwell Corp. v. Zoning Hearing Board, Commonwealth Court of Pennsylvania, April 1988, 540 A.2d 588 ("Trash transfer station is not a permitted use of the same nature as a permitted use in a district that permits sanitary landfills, truck terminals and distributing.") Land Use Law, September, 1988

Local Documents - Legal Agreements/orders

City of Portland/Metro agreement for siting solid waste facilities, 1989

Hillsboro Landfill - DEQ Solid Waste Disposal Permit for a demolition landfill, draft, September, 1989

Oregon City Conditional Use Permit for Metro South Transfer Station September, 1989

Environmental Quality Commission order, March, 1989

DUAL TRACK DOCUMENT DEVELOPMENT PROCESS

Background

The Metro Council has authorized the development of a Model Zoning Ordinance with clear and objective standards for the siting of solid waste disposal facilities. This effort was approved in order to assist local governments who may not have the resources readily available to complete such a document, and because efficiencies could be achieved.

After the initial Metro Council discussion of the Model Ordinance concept, Metro became involved with the siting of the East Transfer Station, with sites proposed to be located within the City of Portland. As the City of Portland Zoning Ordinance had some standards which did not appear to be clear and objective, revision to the Ordinance was suggested. As an alternative, Metro proposed a Mitigation Agreement, whereby City of Portland Zoning Ordinance language objectionable to Metro was struck, and transfer stations and materials recovery facilities were permitted uses subject to a Mitigation Agreement.

The Land Use Subcommittee of the Solid Waste Technical Committee has had initial discussions about the suitability of a Mitigation Agreement in contrast to a Zoning Ordinance amendment. Several members indicated that within their jurisdictions, a Mitigation Agreement may very well be more workable than extensive additions to their zoning ordinances.

The following potential disadvantages of Model Zoning Ordinances are cited: 1) for smaller jurisdictions with relatively short zoning ordinances, the Model Zoning Ordinance provisions could greatly increase the size of the total document, and 2) the provisions of the Model Zoning Ordinance may be used very, very infrequently.

Recommendation

The Land Use Subcommittee recommends that a "dual track" may be the best direction to pursue with regard to a model document. Specifically, The Land Use Subcommittee recommends the development of a Model Mitigation Agreement as well as a Model Zoning Ordinance. This gives a greater range of choice to local jurisdictions as to how they will achieve clear and objective standards for siting solid waste facilities.

National Examples - Legal Documents

Model Zoning Ordinance for Recycling Centers, League of California Cities, July, 1989

East Troy, Wisconsin, Negotiated Agreement for a Landfill

Articles

A Report on Household Hazardous Waste Management, Resource Recycling, September, 1989

Beyond Capacity: Addressing the Concerns of Local Opposition in the Siting Process, Stanford Environmental Law Journal, vol 6:145, 1986-7

Degree of Public Support of Household Hazardous Waste Control Alternatives, American Journal of Public Health, March, 1987

Hazardous Waste Facility Siting through Negotiation, Stanford Environmental Law Journal, vol 6:161, 1986-7

Local Control of Hazardous Wastes through Land Use Regulation, Real Property, Probate and Trust Journal

Zoning for Recycling: One State's Approach, Resource Recycling, July, 1989

Publications

Glossary of Recycling Terms & Acronyms, Resource Recycling, 1988

King County Solid Waste Plan, July, 1989

Refuse Collection and Recycling, Practices and Regulations, Bureau of Governmental Research and Service, 1988

Thesaurus on Resource Recovery Terminology, ASTM Technical Publication #832

The Solid Waste Dilemma, An Agenda for Action, EPA, February, 1989

Understanding the Small Quantity Generator Hazardous Waste Rules, EPA, 1986

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1195, FOR THE PURPOSE
OF APPROVING A REQUEST FOR PROPOSALS DOCUMENT FOR THE
MODEL ZONING ORDINANCE

Date: December 11, 1989

Presented by: Rich Carson

FACTUAL BACKGROUND

Metro is charged by the State with the responsibility for planning the disposal of solid waste generated within the region. However, local jurisdictions have the permitting authority with regard to land use, including the siting of solid waste facilities.

In order to simplify the siting of needed facilities, the adopted FY 1989-90 budget includes the development of a model zoning ordinance which provides clear and objective standards upon which to judge the siting of solid waste facilities. A local jurisdiction could choose to utilize the model ordinance, modify it to meet local conditions, or write their own language. So long as the local outcome is clear and objective standards, which do not unreasonably exclude the siting of solid waste facilities, Metro's goals will be served.

A work program, timeline and Strategy Paper (outlining 15 specific solid waste facilities, providing working definitions of the facilities, and suggesting the factors for which clear and objective standards shall be written) have been circulated, reviewed and revised by the Solid Waste Land Use Subcommittee, the Solid Waste Technical Committee and the Solid Waste Policy Committee.

During their considerations of the materials, these committees strongly recommended that in addition to a model zoning ordinance, a model mitigation agreement be completed. This model mitigation agreement, similar in form to that which has been consummated between the City of Portland and Metro, was particularly attractive to smaller jurisdictions. The smaller cities felt that they could keep their zoning ordinances short by referencing a mitigation agreement. The two documents would be identical in substance and intent, but differ in form. For this reason, no additional budgetary impacts are expected.

STAFF REPORT
CONSIDERATION OF RESOLUTION No. 90-1195
MODEL ZONING ORDINANCE
page 2

It is staff's conclusion that a well defined, specific product has been described. The consultant, once selected, should be able to proceed rapidly because of the issues already discussed. The RFP has been reviewed and approved by the Office of General Counsel and Contracts Division. The release of the RFP is now timely.

EXECUTIVE OFFICER'S RECOMMENDATION:

The Executive Officer recommends the approval of Resolution No. 90-1195 approving the Request for Proposals for professional planning services for the completion of a Model Zoning Ordinance.

11-28-89
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SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 90-1195, FOR THE PURPOSE OF APPROVING A
REQUEST FOR PROPOSALS DOCUMENT FOR THE MODEL ZONING
ORDINANCE

Date: January 17, 1990

Presented by: Councilor
Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 5 to 0 to recommend Council adoption of Resolution No. 90-1195. Voting: Councilors Hansen, Bauer, Buchanan, DeJardin and Wyers. This action taken January 16, 1990.

Committee Discussion/Issues: The Planning and Development Director explained to the Committee the purpose of the proposed model zoning ordinance which is to provide clear and objective standards upon which to judge the siting of solid waste facilities. A local jurisdiction could choose to utilize the model ordinance, modify it to meet local conditions, or write their own language. So long as the outcome is clear and objective standards, which do not unreasonably exclude the siting of solid waste facilities, Metro's goals will be served.

The FY 1989-90 budget provides for the development of a model zoning ordinance. It is recommended that a model mitigation agreement also be completed. It is expected that this could be accomplished with no additional budgetary impact.

The Committee stated that they would like to avoid a conditional use process for siting system facilities and want to have a model code that provides outright permitted use.

The Committee asked, in light of Metro's experience with the City of Portland Mitigation agreement, why Metro did not prepare a model mitigation agreement in-house. The Planning Director stated that we have the expertise, but work loads would not allow the Department to prepare a model agreement.

The Committee indicated that siting of solid waste facilities has been a problem and that a model zoning ordinance and mitigation agreement should help.

GH:RB:pa
A:\RB.137



METRO

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

Memorandum

Date: December 8, 1989
To: Contracts Office
From: Gwen Ware-Barrett, Clerk of the Council
Regarding: RFP: Model Solid Waste Facility Siting Ordinance

I certify that I have received and filed in the Council Office the following bid documents for the above-mentioned project:

"REQUEST FOR PROPOSALS TO DRAFT A MODEL SOLID WASTE FACILITY SITING ORDINANCE" (November, 1989)"

I also understand a resolution and staff report will follow.

[Faint, illegible text, possibly a stamp or bleed-through from another page.]

Gwen Ware-Barrett 12/8/89
Clerk of the Council Date

docform.mem
gpwb
5/3/89

cc: Ray Phelps
Neil Saling
Mark Turpel
Ray Barker
Councilor Gary Hansen



METRO

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

Memorandum

Date: December 8, 1989
To: Gwen Ware-Barrett, Clerk of the Council
From: Amha M. Hazen, Contracts Administrator *Amh*
Regarding: RFP: Model Solid Waste Facility Siting Ordinance

I have attached the RFP entitled "Model Solid Waste Facility Siting Ordinance" for filing with Metro Council. The contract is a Type "A" Multi-Year, as designated by the Council during the budget process.

AMH:jp

cc: Ray Phelps, Director - Finance & Administration
Neil E. Saling, Construction Projects Manager
Mark Turpel, Senior Regional Planner - Planning & Dev.

Attachment

**REQUEST FOR PROPOSALS
TO DRAFT A MODEL SOLID WASTE FACILITY SITING ORDINANCE**

issued by
Metropolitan Service District
Planning and Development Department
November, 1989

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REQUEST FOR PROPOSALS
TO DRAFT A MODEL SOLID WASTE FACILITY SITING ORDINANCE

I INTRODUCTION

The Planning and Development Department of the Metropolitan Service District (Metro) is requesting proposals from qualified firms to assist Metro in preparing a model solid waste facility siting ordinance. The ordinance must have clear and objective standards for concluding whether a proposal for a solid waste facility may be approved.

Proposals will be due no later than 5:00 p.m., PST, February 16, 1989, at Metro's Planning and Development Department, 2000 S.W. First Avenue, Portland, Oregon. Details concerning the project and proposal are contained in this document.

II. BACKGROUND

Siting of solid waste facilities to assist and complement the total solid waste management system is a critical factor in implementing the Regional Solid Waste Management Plan. Policies have been adopted in the Plan which state that "Each city and county shall provide appropriate zoning to allow planned solid waste facilities or enter into intergovernmental agreements with others to assure such zoning. Whether by outright permitted use, conditional use or otherwise, appropriate zoning shall utilize only clear and objective standards that do not effectively prohibit solid waste facilities.

Metro has determined that the completion of a model solid waste facility siting ordinance would be helpful in assisting local governments. The solid waste facilities to be addressed in the design of the model ordinance are depots, demolition landfills, lumber recovery centers, material recovery centers, mixed construction and demolition debris collection centers, mixed waste composting facilities, small scale specialized incinerators, staging areas, transfer stations, and yard debris processing centers. Working definitions of the subject facilities, along with other related facilities and terms, are supplied in Attachment A.

The project will involve drafting a model ordinance and working with staff, the Metro Land Use subcommittee, the Technical Committee and the Policy Committee. Final review will be completed through the Metro Council's Solid Waste Committee and the full Metro Council.

III. PROPOSED SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the tasks as described in this section. Definitions for each facility are contained in Attachment A.

Proposers are to develop a work plan and budget per task and subtask identified in the scope of work. The methodologies for each task are to be described in detail. The final work plan and budget will be negotiated after the selection of the consultant, and may vary from these tasks. Proposers may present alternatives to the following tasks which meet the objectives of the study. Attachment B contains a listing of relevant Metro solid waste data materials. All of these materials are available to the proposers upon request. Attachment C is a listing of relevant committee schedules.

Proposers are to present a work plan which can be completed within a seven-month period or less. Metro reserves the right to select part or all of a proposal for implementation.

WORK PROGRAM ELEMENTS AND TASKS

Element 1 Research and preparation

- Task 1.1 Review approved objectives, facility definitions and strategy paper
- 1.2 Complete literature search
- 1.3 Attend project coordination meeting with staff

Element 2 Ordinance Drafting and Review

Task

- 2.1 Ordinance Drafting
 - 2.1.1 Review Ordinance Outline completed by Metro Office of General Counsel and planning staff
 - 2.1.2 Consultant draft of clear and objective standards
 - 2.1.3 Consultant draft of administrative design
 - 2.1.4 Review by Metro planning and Office of General Counsel
- 2.2 Ordinance Review
 - 2.2.0 Distribute model language to staff for review
 - 2.3.0 Revise as appropriate
 - 2.4.0 Present draft to Land Use subcommittee
 - 2.5.0 Attend Second meeting with Land Use
 - 2.6.0 Attend Third meeting with Land Use
 - 2.7.0 Review industry, local government comments, respond as appropriate
 - 2.8.0 Attend Fourth meeting with Land Use
 - 2.9.0 Review model language with Technical subcommittee, revise as necessary
 - 2.10.0 Attend Second meeting with Technical subcommittee

- 2.2 Ordinance Review (continued)
- 2.11.0 Meet with Policy Committee, amend as appropriate
- 2.12.0 Attend Second Policy Committee meeting
- 2.13.0 Attend meeting with Council Solid Waste Committee for
- 2.14.0 Attend second meeting with Council Solid Waste
Committee
- 2.15.0 Attend Metro Council meeting
- 2.16.0 Attend second Metro Council meeting
- 2.17.0 Provide a training session for staff

IV. PERIODIC REPORTING REQUIREMENTS AND PRESENTATION OF FINDINGS

After the completion of each task, the consultant is to submit a draft written report for Metro staff review. Metro staff will review each draft and make changes if necessary. After Metro staff review, the consultant will incorporate Metro staff changes and submit a final written report which will be the basis of subcommittee and committee review. As appropriate to the subcommittee or committee direction, revisions may be necessary, and the consultant shall make such changes.

In addition to the final report, proposers are expected to assist Metro staff, as necessary, in presenting the finding of the study to Metro committees throughout the contract period.

V. EXPERIENCE REQUIREMENTS

The proposer must demonstrate knowledge and experience in the following:

- Knowledge of Oregon land use planning requirements,
- knowledge and experience with the administration of zoning ordinances,
- experience working with public review bodies.

In addition, experience with solid waste planning and implementation, and solid waste industry practices will be strongly weighed.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Eight copies of the proposal shall be furnished to Metro addressed to:

Mark Turpel
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

B. Deadline

Proposals will not be considered if received after 5:00 p.m., PST, February 16, 1989. Postmarks are not acceptable.

C. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP, or the project, must be submitted in writing to Mark Turpel, Metro, 2000 S.W. First Avenue, Portland, OR 97201-5389. Any questions which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received at Metro after 5:00 pm, PST, February 5, 1989.

D. DBE/WBE Requirements

The successful proposer will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a good faith effort has been made to meet the goals. The goals for this contract are: Disadvantaged Business Enterprises (DBE) - 7 percent, and Women-Owned Business Enterprises (WBE) - 5 percent of the proposal amount. DBEs and WBEs must be certified as DBE/WBE at the time of RFP closing to count toward the contract goals. A current listing of certified DBE/WBE firms can be obtained from the Office of Minority and Women Businesses, State Executive Department, Salem, OR 97310, (503) 378-5651.

The proposal submitted must contain a fully completed Disadvantage Business Program Compliance Form contained herein (Attachment E). Metro requires any and all proposers to submit completed DBE and WBE utilization forms (Attachment E) with the proposal submission. Detailed procedures for completing the

forms and for demonstrating good faith efforts are contained in Ordinance No. 88-259, Metro's Disadvantaged Business Program (Attachment E). Proposers special attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (Determination of Good Faith Efforts).

VII. PROPOSAL CONTENTS

The proposal should contain not more than 35 pages of written material (excluding resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested. Contents of the proposal should be as follows:

- A. Transmittal Letter -- Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan -- Describe how the work will be done within the given time frame and budget. Respondents are to develop a work plan, schedule and budget per task identified in the Scope of Work.
- C. Staffing/Project Manager Designation -- Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project.

Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience -- List of projects conducted over the past five years are required here. For each project, include the name of the contact person, her/his title, role on the project, and telephone number. Identify persons on the proposed study team who worked on each project, and their respective roles. Include resumes of individuals proposed for this contract.
- E. Cost/Budget -- Present the proposed cost of the project by task and sub-task and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel

expenditures, support services, and subconsultant fees. Requested expenses should also be listed. The budget for this project is not to exceed \$25,000.

- F. Exceptions and Comments -- To facilitate evaluation of proposals, Metro wishes that all responding firms adhere to the format outlined with this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP, should document their concerns in this part of their proposal.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitations and Award -- This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Contract Type -- Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard form contract which the successful consultant will be required to execute is attached.
- C. Billing Procedures -- Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.
- D. 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 the authority to bind any company contracted during the period in which Metro is evaluating the proposal.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure -- Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the

following section. The evaluation process will result in Metro developing a short list of the firms who, in its opinion, are most qualified. Interviews with these firms will be requested prior to final selection of one firm.

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

1. Project work plan and methodology
Vendors demonstration of providing a sound methodology for accomplishing project objectives.
2. Cost proposal
Proposed cost of project within acceptable range based on proposed work.
3. Project staffing experience
Evidence of experience of persons assigned to complete project tasks including experience in project management, data assessment and solid waste management.
4. Compliance with the RFP
Vendors demonstration of clearly understanding and complying with the RFP.
5. Organization
Ease in understanding written proposal.

X. ATTACHMENTS

A. Model Solid Waste Facility Ordinance Definitions

B. Metro Solid Waste Data Sources

C. RFP Time Line

D. Personal Services Contract Form

E. Disadvantaged Business Program

ATTACHMENT A - MODEL ORDINANCE FACILITY WORKING DEFINITIONS

Depot shall mean a facility for transferring containerized solid waste from one mode of transportation to another.

Demolition landfill shall mean a facility which is only authorized to accept land clearing debris, building construction and demolition debris and inert materials, and similar substances as further regulated and described in this ordinance. This is in contrast to a general purpose landfill which means a facility which accepts all type of municipal solid waste for burial on-site, but does not accept hazardous wastes as defined by ORS 466.005.

Hazardous waste collection center shall mean a facility for gathering, controlling and processing for safe transport of hazardous materials collected from households and small quantity generators as further regulated and described in this ordinance.

Limited purpose landfill shall mean any land disposal site permitted pursuant to rules adopted under ORS Chapter 459 for the disposal of non-hazardous waste material including asbestos, contaminated soil, demolition debris, wood, treated sludges for industrial processes, or other specific waste material.

Lumber recovery centers shall mean a facility which accepts used or damaged dimensioned lumber or timbers for reprocessing and transport as further regulated and described in this ordinance.

Material recovery centers shall mean a facility for obtaining from solid waste, by pre-segregation or otherwise, materials which still have useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled for the same or other purpose.

Mixed construction and demolition debris processing centers shall mean facilities which collect, store, process and distribute construction and demolition debris as further regulated and described in this ordinance.

Mixed waste composting facilities shall mean a facility in which the organic component of the solid waste stream is biologically decomposed under aerobic or anaerobic condition into a humus-like final product that can be used as a soil amendment.

Monofills shall mean a site which accepts only one material or material class for burial, as further regulated and described in this ordinance. An example would be a monofill which only accepts asbestos.

Staging area shall mean a place where empty or loaded trailers or containers are sorted for short durations awaiting transfer to the landfill.

Transfer station shall mean a facility which provides an interim point to dispose of waste, which is then transferred, and where material may be processed for recovery.

Small scale specialized incinerators shall mean an facility which is designed and operated to burn a specific waste product, and shall only be an ancillary use to the primary permitted or conditionally permitted use. This would include incinerators specifically designed for disposal of medical wastes located as a part of a medical facility. This does not include mass incinerators, refuse derived fuel technologies or any other process which utilizes unseparated municipal solid wastes.

Solid waste facility shall mean for the purposes of this ordinance any depot, material recovery center, lumber recovery center, yard debris center, mixed waste composting facility, monofill, limited purpose landfill, hazardous waste collection center or staging area, small scale specialized incinerators, or mixed construction and demolition debris collection centers. General purpose landfills, solid waste incinerators or energy recovery facilities are not included within the term solid waste facility.

Yard debris processing centers shall mean a facility which processes yard debris into a usable soil amendment through controlled biological decomposition.

ATTACHMENT B

LIST OF METRO SOLID WASTE DATA MATERIALS

1. Regional Solid Waste Management Plan
2. Solid Waste Inventory
3. Basic Data for Solid Waste Management
4. Model Solid Waste Facility Zoning Ordinance - Strategy Paper

MT modorfp/dsk1

TIME LINE - MODEL SOLID WASTE ORDINANCE

Month	1989				1990											
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Week	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234

ATTACHMENT C

1.1 Consultant selection

- 1.1.1 Prepare RFP, staff review, Director approval X
- 1.1.2 Send to Contracts for review and approval X (Sept 27)
- 1.1.3 Contracts transmits to Legal for review X (Oct 14)
- 1.1.4 RFP filed by Contracts with Council X (Dec 8)
- 1.1.5 CSWC review X (Jan 2)
- 1.1.6 Council Hearing X (Jan 11 or Jan 25) Milestone - RFP approved by end of January
- 1.1.7 Amend as appropriate X
- 1.1.8 Advertise for services, notify pot. contractors X (Jan 26)
- 1.1.9 Proposals due X (Feb 16)
- 1.1.10 Review proposals, make recommendation X (Feb 21)
- 1.1.11 Complete staff report, resolution X
- 1.1.12 Contract Admin. review/ Executive Officer review X
- 1.1.13 Schedule & present to Solid Waste subcom. X (Mar 6)
- 1.1.14 Present to Metro Council X March 22 Milestone - Contract award approved by end of March

1.2 Preparation of Draft Model Ordinance

- 1.2.1 Review approved strategy paper, facility definitions X (begin March 26)
- 1.2.2 Complete literature search X-X
- 1.2.3 Attend project coordination meeting with staff X
- 1.2.4 Review ordinance outline X-X
- 1.2.5 Draft clear and objective standards X-X
- 1.2.6 Write administrative procedures X-X
- 1.2.7 Discuss review w/Metro legal, planning staff X
- 1.2.8 Revise as appropriate X (May 15 - Milestone - First draft model ordinance)
- 1.2.9 Present draft to Land Use subcom. X (May 18)
- 1.2.10 Second meeting with Land Use X (May 25)
- 1.2.11 Prepare letter for public, industry comment X
- 1.2.12 Send letter to all interested parties X
- 1.2.13 Review public, industry comments X
- 1.2.14 Third meeting re: ord. w/ LU subc. X (June 22)
- 1.2.15 Fourth meeting re: ord. w/ LU subc. X (June 29)
- 1.2.16 Review model language with Technical Subcom. X (July 27)
- 1.2.17 Optional mtg w. Tech sub re: model language X (Aug 10 - special meeting date)
- 1.2.18 Meet with Policy Com, amend as appropriate X (Sept 14)
- 1.2.19 Optional mtg w/ Policy Com. re: model code X (Oct 12)
- 1.2.20 Conduct mtg w/ Council SW com. X (Nov 6)
- 1.2.21 Optional mtg w/ Council SW com. X (Nov 20)
- 1.2.22 Conduct mtg w/ Metro Council X (Dec 6)
- 1.2.23 Complete staff training session - end of project X (Dec 15)

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 19___, is 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 _____, hereinafter referred to as "CONTRACTOR," whose address is _____, for the period of _____, 19___, through _____, 19___, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;

ATTACHMENT E
DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Program, the above-named contractor has accomplished the following:

- _____ 1. Has fully met the contract goals and will subcontract _____ percent of the contract amount to DBEs and _____ percent to WBES.

- _____ 2. Has partially met the contract goals and will subcontract _____ percent of the contract amount to DBEs and _____ percent to WBES. Contractor has made good faith efforts prior to bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of bid opening (or proposal submission date).

- _____ 3. Will not subcontract any of the contract amount to DBEs or WBES but has made good faith efforts prior to bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of bid opening (or proposal submission date).

Authorized Signature

Date

/100THS (\$_____) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To 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 CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of _____ AND _____