

W. 5. F. 1.

Memorandum Date: June 20, 2011

Meeting Date: July 6, 2011

TO: Board of County Commissioners

DEPARTMENT: Public Works, Waste Management Division

PRESENTED BY: Sarah Grimm, Waste Reduction Specialist x4339
Patti Hansen, Division Manager x3761

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF AWARDING WASTE DIVERSION OPPORTUNITY GRANTS, RELEASING PROGRAM FUNDS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACTS.

I. **MOTION**

MOVE TO AWARD WASTE DIVERSION OPPORTUNITY GRANTS, RELEASE PROGRAM FUNDS FROM WASTE DIVERSION OPPORTUNITY FUND, AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACTS.

II. **AGENDA ITEM SUMMARY**

Waste Management staff has implemented Waste Diversion Opportunity Grant Program as per Board Order 10-3-31-10 and selection committee is presenting recommendations for BCC award of grants.

III. **BACKGROUND/IMPLICATIONS OF ACTION**

A. **Board Action and Other History**

In September 2007, the Board of Commissioners approved the development of a Waste Diversion Opportunity Program. Board Order 07-6-13-6 established fees and provided direction on how those fees are to be used and accessed: "used for projects approved by the Board that are designed to divert or prevent waste material from entering the landfill, including but not limited to, research and development. For example, funds could be used from this fund to assist a large manufacturer with a new waste diversion project, or assistance with the purchase of equipment to make a particular waste recyclable or reusable."

In June of 2009, the Board approved sun-setting the accrual of monies into Waste Diversion Opportunity Program as of July 1, 2009, (BO 09-6-23-1) leaving over \$300,000 available for original intent of the program.

On February 3rd, 2010, the Board of County Commissioners reviewed a proposed Board Order that would create a 3 year grant program to make use of the Waste Diversion Opportunity Program funds that are remaining in the now grandfathered program. After some discussion, the Board instructed staff to amend the proposal to include economic development staff and then return it to the Board on Consent Calendar. On March 31st, 2011 Board Order 10-3-31-10 established this Waste Diversion Opportunity Grant Program.

Over the following 10 months Waste Management Staff worked with Legal to establish procedures and documents appropriate to make sure this new grant program conforms to our existing contracting policies and procedures.

On January 10th 2011 the Grant RFP was announced by standard legal ad, press release and by email to local governments, haulers and recyclers in Lane County. Proposals were due on Earth Day, April 22nd. Seven proposals were received.

B. Policy Issues

The Lane County Solid Waste Management Plan (SWMP), adopted by Ordinance 10-02, provides a roadmap of priorities and guidance for managing the County's Solid Waste Management system. SWMP section 2.4.2 emphasizes the importance of strong County commitment to waste prevention and recycling and the need to increase Lane County's resource recovery in order to conserve limited, long-term capacity of the Short Mt. Landfill as well as to meet state requirements of (SB) 3744, codified as ORS 459.010.

Further, section 1.5.1 and all of Chapter 4 details the priority of waste prevention education and outreach to citizens and businesses as strategic recommended actions. For this reason, added points within the grant program are available in the selection process for waste prevention projects and activities.

C. Board Goals

Lane County Strategic Plan page 13

- *Maintain a healthy environment with regard to air quality, water quality, waste management, land use and parks.*

Lane County's Strategic Plan, in its discussion of strategies for resources and planning, emphasizes that "Lane County has placed as its highest priority public health and safety services with a strategic eye towards prevention services...." (Lane County Strategic Plan, 2001 – 2005, page ii). Waste Prevention and Recycling are preventative actions that result in prevention of air pollution, conservation of energy resources, protection of local water systems and increases in marketable commodities and often reduces costs for businesses; all leading toward a healthier local economy.

D. Financial and/or Resource Considerations

As of July 1, 2009, the Board of Commissioners elected to cease accrual of additional funding for the Waste Diversion Opportunity Program. Approximately \$300,000 still remains in the fund for waste diversion opportunity projects as designated by the Board.

The grant program approved by BO 10-3-31-10 designates \$100,000 per year for three years. This is the first year of that grant program.

E. Analysis

On January 10th 2011 the Grant RFP was announced by standard legal ad, press release, posted on Lane County's purchasing page and by email to local governments, haulers and recyclers in Lane County. Please see Attachment B for RFP packet. Packets were available on the PW purchasing page for the duration. Proposals were due on Earth Day, April 22nd. Seven proposals were received.

The selection committee consists of the Waste Management Division Manager, Waste Reduction Specialists, Chair of the Resource Recovery Advisory Committee and the Interim Director of Economic Development.

The committee spent a significant amount of time reading and reviewing independently and then discussing as a group in two meetings. The committee evaluated the projects on demonstrated feasibility, impact on waste prevention or improvement of Lane County's recovery rate and readiness to achieve targeted prevention or diversion. All proposers were offered opportunity to clarify their proposals with follow up questions specific to their proposed needs and resulting activities. Two copies of all proposals and follow-up questions will be available at the front desk of the Board Office.

Lane County Waste Management received seven grant proposals totaling over \$262,000 in requests. Anticipated results of all seven projects combined total 3,870 tons prevented or diverted for recycling. However, with only \$100,000 available in this year's grant cycle, the selection committee conducted significant analysis and follow up questions investigating feasibility, readiness to produce results, likelihood for permanence and future increases, and likelihood to affect recovery rate, as well as ability to achieve results with lesser amount funded. See Attachment A for selection criteria analysis and scores.

Three proposals targeted recycling only with requests for equipment purchases, two proposals contained some attention to activities that prevent waste and only one was predominantly a waste prevention effort. As described in the selection process, the two proposals scoring below 75 points were dismissed from further analysis and refinement.

The three proposals recommended by the selection committee are anticipated to achieve diversion and recycling of 3,420 tons and one ton of waste would be prevented from being generated in the first place. The selection committee carefully reviewed proposals and questioned proposers to identify if projects that could be successful with lesser funding and all such adjustments were made in first round of analysis. In this way, the selection committee has determined that the following specific projects provide best use of county funds and best opportunity for permanence, and expansion in their target areas.

St. Vincent de Paul Carpet and Pad Recycling: With the proposed purchase of a baler dedicated to fiber compaction, the recycling operations at St. Vincent de Paul's mattress processing facility will be able to divert 5 tons of "mattress fluff" per month. This is material that previously had been sent to the landfill because without compaction, the value did not cover cost of transport. In addition, with this added capacity to bale fibers and foam, St. Vincent de Paul will be able begin a program of carpet recycling. Total anticipated results will be a minimum of 200 tons annually.

City of Eugene's Commercial Food Waste Composting Program proposes to use funds for business training and equipment in order to ensure success of this long awaited and well planned recycling opportunity. Over 100 commercial food waste generators will be targeted in the first year. Promotion of the opportunity, staff training and resources for food waste generators is anticipated to divert 3,169 tons of commercially generated food scraps into local compost operations to become beneficial soil amendments instead of harmful methane.

The School Waste Prevention Project at Spencer Butte Middle School is designed to demonstrate and inspire other schools throughout the district. While the digital age is upon us, using it to save paper often requires specific technology training in best practices and standards. This teacher training and tracking is expected to lay the groundwork for other schools to also save money and resources. Together with durable dishes in the cafeteria, the school will eliminate the need to purchase over 2,000 lbs of paper products per year that would have been wasted after a single use.

F. ALTERNATIVES/OPTIONS

1. Board may choose to award grants as recommended by the committee
2. Board may choose to award differently than recommended, or
3. Board may choose not to award, and direct staff to reissue RFP or otherwise adjust the process.

IV. TIMING/IMPLEMENTATION

If approved, and awarded, staff will proceed to issue contracts as described in attachment A.

V. RECOMMENDATION

Waste Management Staff recommends Awarding grants for three projects: 1) Mattress fiber, Carpet and Pad Recycling through St. Vincent de Paul, 2) Food Waste Composting in the City of Eugene and 3) School Waste Prevention at Spencer Butte Middle School.

VI. FOLLOW-UP

Following Board approval, WMD will issue contracts and receive reports as described in attachment A. Further, in January 2012 WMD will proceed with year two this three-year grant program as approved by the Board.

VII. ATTACHMENTS

Board Order

Waste Diversion Opportunity Grant Selection Recap

Waste Diversion Opportunity Grant RFP packet

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.) IN THE MATTER OF AWARDING WASTE
) DIVERSION OPPORTUNITY GRANTS, RELEASING
) PROGRAM FUNDS AND AUTHORIZING THE
) COUNTY ADMINISTRATOR TO SIGN THE
) CONTRACTS.

WHEREAS, the Waste Diversion Opportunity fees were developed to provide funding for projects in Lane County that will divert or prevent waste material from entering the landfill, and

WHEREAS, the Lane County Board of Commissioners has established the public process by which to identify and select projects from the community, and

WHEREAS, the Waste Management Division and the Waste Diversion Opportunity Grant Selection Committee have completed rating, ranking and assessing the proposals received in accordance with the RFP, and

WHEREAS, the selection committee has provided its recommendations to the Board for final approval;

NOW, THEREFORE, IT IS HEREBY

ORDERED, that Waste Diversion Opportunity Grants are awarded as shown in Attachment A incorporated by this reference; and it is further

ORDERED, that funds in the amount of \$83,192.00 be released from the Waste Diversion Opportunity Program Fund; and it is further

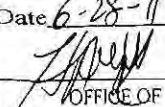
ORDERED, that contracts for each project be prepared for execution by the County and grant recipients; and it is further

ORDERED, that the County Administrator is authorized to sign all contracts related to these grant awards.

Adopted this ____ day of _____ 2011.

APPROVED AS TO FORM

Date 6-28-11 Lane County


OFFICE OF LEGAL COUNSEL

Faye Stewart, Chair
Lane County Board of Commissioners

Attachement A

RECAP - REQUEST FOR PROPOSAL								
WASTE DIVERSION OPPORTUNITY GRANT PROGRAM 2011								
	Proposer 1	Proposer 2	Proposer 3	Proposer 4	Proposer 5	Proposer 6	Proposer 7	
PROPOSER:	St. Vincent Depaul	Spenser Butte Middle Sch.	Oakridge Sani-Haul	NextStep Recycling	Lane Council of Gov'ts	Junction City PW	City of Eugene	
NAME OF PROJECT:	Carpet, Pad other textile Diversion	waste prevention and recycling project	Curbside rollcarts and truck	E-Stewards Certification	Rural Wood to good use	Trailer equip. Depot	Commercial Composting	TOTALS
AMOUNT REQUESTED:	\$25,500.00	\$29,940.00	\$56,335.29	\$36,000.00	\$43,016.00	\$43,686.00	\$27,752.00	\$262,229.00
TOTAL COST OF PROJECT	\$34,263.30	\$37,940.00	\$56,335.29	\$53,000.00	\$77,117.00	\$73,566.00	\$81,650.00	
Tons Recycled in this Project :	250.00	1.25	62.00	4.85	202.00	181.00	3169.00	3870.10
Tons Prevented this Project:		1.00						
Lane County \$ investment per lb.	\$0.051	\$11.976	\$0.454	\$3.711	\$0.106	\$0.121	\$0.004	
Scores (110 points possible)	91.69	87.75	66.38	76.81	79.19	64.25	95.56	
			not 75			not 75		
SELECTION COMMITTEE RECOMENDS AWARDING THE FOLLOWING GRANTS								
1) City of Eugene	\$27,752.00	Commercial Food Waste Composting				funds used:	\$83,192.00	
2) St. Vincent de Paul	\$25,500.00	Carpet, Pad and other textile diversion project				funds remaining:	\$16,808.00	
3) Spenser Butte Middle School	\$29,940.00	Waste Prevention in Cafeteria and classroom				tons recycled:	3420.25	
	\$83,192.00					tons REDUCED:	1	

Recap - SELECTION PROCESS

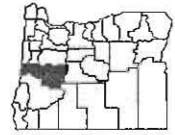
Waste Diversion Opportunity Grant 2011
WM10/11-03

	Proposer 1	Proposer 2	Proposer 3	Proposer 4	Proposer 5	Proposer 6	Proposer 7
Name:	St. Vincent de Paul	Butte Mdl Sch.	Oakridge Sanihaul	Nextstep Recycling	Lane Council of Gov'ts	Junction City PW	City of Eugene
Project:	carpet recyc foam pad Baler	Durable dishes, water btls	commingle curbside carts/truck	e-stewards certification	Woody debris to good use	Recycle Trailer Depot	Commercial Composting implement

	POINTS AVAILABLE	average all four scorers	average all four scorers	average all four scorers	average all four scorers	average all four scorers	average all four scorers	average all four scorers
Project Personnel Totals	20	19.50	16.31	12.69	15.81	16.44	14.19	19.56
Material targeted, expected results	5	4.50	4.06	4.25	4.00	3.25	3.88	4.50
Thorough and effective Plan/Project strategy	5	4.63	4.13	2.94	3.50	3.25	2.94	5.00
Is project necessary, not redundant?	5	4.25	4.50	4.00	3.50	3.31	3.50	4.00
Tangible RRR effect on recovery rate	5	4.38	3.88	4.00	3.00	3.75	3.00	4.00
Community impact(social service, jobs, etc)	5	4.19	4.50	2.50	3.50	3.81	2.50	3.50
Project Objectives	25	21.94	21.06	17.69	17.50	17.38	15.81	21.00
Desired impacts per dollar spent	5	4.25	2.50	2.75	3.13	4.13	2.25	3.75
Funds needed? Appropriate use of funds	5	4.38	4.19	3.00	3.25	3.25	2.38	4.19
Appropriate, efficient use of funds	5	4.19	4.06	3.13	3.25	3.13	2.63	4.19
demonstrated Match and permanence	5	3.38	3.38	3.38	3.50	3.13	2.25	4.19
Project Budget	20	16.19	14.13	12.25	13.13	13.63	9.50	16.31
Achievable and desirable results	5	4.38	4.13	3.75	3.25	4.25	3.00	4.75
Accurate measurement plan and reportable	5	4.50	4.13	3.25	4.25	4.25	3.00	4.50
readiness to produce measurable results	5	4.44	4.13	3.25	3.56	4.00	3.50	4.69
Performance Measures	15	13.31	12.38	10.25	11.06	12.50	9.50	13.94
Identified post grant funding plan	10	7.69	7.06	2.56	6.50	6.50	5.81	7.25
Likelihood of success/ future increases	10	8.31	7.56	7.69	7.31	6.75	6.44	8.75
Project Permanence	20	16.00	14.63	10.25	13.81	13.25	12.25	16.00
Effectiveness of prevention tool or technique	5	2.25	4.75	1.50	2.63	3.00	1.50	4.25
impacts of prevention (tons, toxics or other)	5	2.50	4.50	1.75	2.88	3.00	1.50	4.50
Waste Prevention Total	10	4.75	9.25	3.25	5.50	6.00	3.00	8.75
TOTAL	110	91.69	87.75	66.38	76.81	79.19	64.25	95.56
		2nd	3rd		5th	4th		1st

Attachment A

Attachment B



LANE COUNTY, OREGON



**PUBLIC WORKS DEPARTMENT
WASTE MANAGEMENT DIVISION
3100 East 17th Street
Eugene, OR 97403
(541) 682-4339**

REQUEST FOR PROPOSAL

Waste Diversion Opportunity Grant
WM10/11-03

Proposals Due: Friday April 22, 2011 at 9 am
Proposal Opening: Friday April 22, 2011 at 9:01 am

Table of Contents

	<u>Page</u>
1.0 INVITATION TO PROPOSE	2
2.0 HOW TO RESPOND	3
3.0 PROTEST OF PROCESS OR SOLICITATION DOCUMENT	3
4.0 REQUEST FOR PROPOSAL DESCRIPTION and SPECIFICATIONS	3
4.1 Eligible Applicants	4
4.2 Amount of Funds available and Payment.....	5
4.3 Project Performance Period and Reporting Requirements	5
4.4 Insurance Requirements	5
5.0 SELECTION PROCESS	5
5.1 Required Written Narrative.....	6
6.0 APPEAL OF EVALUATION COMMITTEE RECOMENDATION	8

Appendices

Appendix A-----	Example Contract
Appendix B-----	Insurance Coverages Required
Appendix C-----	Lane Manual Chapter 21.130
Appendix D-----	Proposal Scoring
Appendix E-----	Grant Proposal Application Forms

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

1.0 INVITATION TO PROPOSE

Publication Date: January 10,11,12, 2011

GRANT MONEY AVAILABLE FOR WASTE PREVENTION AND RECYCLING PROJECTS

Lane County has funding available for waste prevention and recycling efforts in Lane County. The Lane County Waste Management Division is seeking responses to a Request for Proposals (RFP) from qualified providers interested in applying for no less than \$25,000 and no more than \$100,000 in funding to complete permanent projects or programs that will result in on-going waste prevention or recycling services that will improve the recovery rate in Lane County.

The contract period will be for a period of one year, within which measurable results will be tracked and budget expenditures will be reimbursed.

To qualify for funding under this RFP, proposer must be an equal opportunity employer.

Request for Proposal Packets will be available by contacting Sarah Grimm, Lane County Department of Public Works, Waste Reduction Specialist, by phone (541) 682-4339, fax (541)682-2353, email sarah.grimm@co.lane.or.us, or mail 3100 E. 17th, Eugene, OR 97403. Or go to www.lanecounty.org/Departments/PW/Pages/PurchasingRequestsIndex.aspx for the RFP packet in PDF format.

Completed proposals must be delivered to the following address no later than Friday, April 22nd 2011 at 9:00 am: Lane County Waste Management Division, 3100 E. 17th Avenue, Eugene, Oregon 97403, Attention: Sarah Grimm, Waste Reduction Specialist.

The County may reject any proposal not in compliance with all prescribed public proposing procedures and requirements, and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Patti Hansen
Public Works/Waste Management Division
Lane County, Oregon

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

2.0 HOW TO RESPOND

Proposals must be directed to Sarah Grimm, Waste Reduction Specialist, Lane County Waste Management Division, 3100 E 17th Ave., Eugene, Oregon 97403, and must:

- Be received not later than 9:00 a.m. Friday, April 22nd 2011
- Include completed, SIGNED and NOTARIZED Proposal Page
- Include Application Form and Required Written Narrative
- Include a \$100 Bid Security (or check or money order payable to Lane County Department of Finance and Management Services)
- Be clearly marked on the outside of the sealed envelope with the PROPOSER'S Name, Address and phone number, as well as the Request for Proposal Title and Number (WM11/12-01), and the Opening Date.

The proposer may withdraw the proposal at any time prior to the date of the opening. Proposals are not revocable after the filing date. Change to a filed proposal may be made by submitting the change in writing prior to the scheduled closing date for filing.

A sample of the grant contract that includes the terms and conditions applicable to this procurement is provided for your review (appendix A).

Questions or requests for clarifications can be made to Sarah Grimm, telephone (541) 682-4339, or sarah.grimm@co.lane.or.us.

F.

3.0 PROTEST OF PROCESS OR SOLICITATION DOCUMENT

Prospective proposers may submit a written protest of the competitive selection process or provision(s) in this solicitation document if they believe the process is contrary to law, or the terms of this document are unnecessarily restrictive, legally flawed or improperly specifies a brand name. Any written protests must be submitted to Sarah Grimm, Waste Reduction Specialist, Lane County Waste Management Division, 3100 E. 17th Avenue, Eugene, Oregon, no later than 10 days before the proposal submission deadline.

4.0 REQUEST FOR PROPOSAL DESCRIPTION and SPECIFICATIONS

The Board of County Commissioners set aside funds specifically for the purpose of creating opportunities for waste diversion. Funds are to be used for "projects approved by the Board that are designed to divert or prevent waste material from entering the landfill, including but not limited to, research and development. For example, funds could be used from this fee to assist a large manufacturer with a new waste diversion project, or assistance with purchase of equipment to make a particular waste recyclable or reusable." Lane Manual 60.875(3)(b).

The projects funded under this Request for Proposal must help **prevent**, or **divert for beneficial use**, Lane County waste from disposal in a landfill or incinerator. Lane County is subject to a state mandated 54% recovery rate goal. Our recovery rate has **plateaued** for the last several years, and is currently 52%. In order to move our rate 2 percentage points, our calculations suggest that 18,000 tons of material needs to be prevented or diverted away from

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

the landfill into beneficial use and 18,000 tons of new material must be directed into recycling markets.

The Oregon Revised Statute on solid waste management, as well as Lane County's Solid Waste Management Plan, identifies waste prevention as a priority over diversion and recycling, therefore this grant program offers ten points designated for efforts in Waste Prevention. Projects that prevent waste from being generated in the first place or projects that include measurable waste prevention techniques will receive more points due to the higher environmental and health impacts of reduced production and manufacturing over simple recycling—for example, purchasing durable dishes at a hospital or university would gain waste prevention points because it would prevent many tons of disposable items from being manufactured, whereas purchasing equipment to recycle or compost disposable plates would not be waste prevention because the effort to recycle or compost does nothing to prevent the continued manufacture and use of disposable products. Proposals will receive added points for waste prevention efforts due to the higher environmental/health impacts of reduced production and manufacturing over disposal.

This is a reimbursement grant. No funds will be disbursed without purchase receipt or other substantiation documentation. The Budget Form, attached in Appendix E of the Proposal Forms contains a list of allowable items that funds can be spent on within a given project. The list is not comprehensive; instead, it is a guide to help define project components. If appropriate, applicants may propose additional expense line items.

To confirm commitment, community partnership, and permanence, proposals must describe how County funds will be matched with private or other agency funding, or other resources.

Projects must produce measurable results in a specific period of time. To ensure that proposals have the highest chance of success, proposers are specifically encouraged to discuss any and all aspects of the draft proposal with grant coordinator prior to submitting. Contact Sarah Grimm, Waste Reduction Specialist with questions regarding this grant program, 541-682-4339, or sarah.grimm@co.lane.or.us.

4.1 Eligible Applicants

Any individual, business, organization, government or corporation who can demonstrate an adequate level of professional, fiscal and management capacity may apply. For illustrative purposes only, the following is a list of groups or organizations, which would be eligible applicants:

1. Businesses or business organizations or associations;
2. Non-profit corporations;
3. Local governments including Lane County, districts, and other public organizations;
4. Economic Development Districts and organizations;
5. Community Colleges, Universities, public and private education and workforce development organizations;
6. A consortia of those mentioned above.

If employers, proposers must be Equal Opportunity Employers

4.2 Amount of Funds available and Payment

\$100,000 is available in this grant cycle. Proposals requesting more than \$100,000 or less than \$25,000 will not be considered. This is a reimbursement grant. Once grant contract is executed, quarterly reports that outline budget expenditures and demonstrate achievement of stated goals and tasks will result in payment of requested reimbursements. The final 10% of grant amount will be retained until final project report is received and approved.

4.3 Project Performance Period and Reporting Requirements

The contract period will be from approximately July 1, 2011, to June 30, 2012. Projects must demonstrate measurable results within twelve (12) months from the date of execution of the contract, and permanence or successful continuation must be evident.

Each grant recipient will be required to submit progress report, including all measures of outputs or progress to date, not later than three months after contract execution, and every three months thereafter until project completion. The format for reports will be prescribed in the contract, based on the applicant's proposal. Please see the Sample Contract (Appendix A) for an example. Reporting will be based on proposed outputs and outcomes presented in Section 5 of the Proposal Description. The reports are designed to a) measure grantee success at meeting or exceeding their project targets and b) provide information to be reported to Commissioners, in annual DEQ reports and to the media. All reports are considered public information.

4.4 Insurance Requirements

Insurance will be required as appropriate to the risk.

5.0 SELECTION PROCESS

Proposals will be evaluated by an evaluation committee of the following Lane County employees or committees: Waste Reduction Specialist, Waste Management Division Manager, or designee, one member of the Resource Recovery Advisory committee or designee, and the Economic Development Director.

Using proposers' responses to the application forms and the Required Written Narrative described in section 5.1 below, proposals will be scored relative to the extent that they effectively express and demonstrate:

- 1) Thorough planning and preparation for project
- 2) Permanence and longevity of the project
- 3) Tangible reductions in generation or disposal per grant dollar spent
- 4) Other community benefits, if any, i.e. such as jobs or social services and
- 5) Proposals with matching funds and demonstrated commitment and/or partners

Proposals will be evaluated and scored according to the score sheet found in Appendix D. Proposals that score less than 75 points will not be considered. Selection process will seek to

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

achieve maximum diversion per dollar funded. Prevention is given preferential point values due to the higher environmental impacts of production over disposal.

In evaluating the proposals and selecting a contractor, Lane County reserves the following rights:

1. To reject any and all proposals.
2. To issue subsequent Requests for Proposals.
3. Not to award a contract for the requested services.
4. To waive any irregularities or informalities in any proposal.
5. To accept the proposal which Lane County deems to be the most beneficial to the public and Lane County.
6. To negotiate with any proposer to further amend, modify, redefine or delineate its proposal.
7. To negotiate and accept without re-advertising the RFPs, the proposal of the next highest scoring proposer in the event that a contract cannot be successfully negotiated with the selected proposer. This process may continue with any other proposer before the Evaluation Committee's recommendation is forwarded for executive approval.

Lane County reserves the right to further question any proposer to substantiate claims of experience, staffing level, matching resources or other elements related to successful completion and fair use of funds.

The County reserves the right to inspect all the records, books and financial documents pertinent to the successful completion of granted proposals.

Notice will be given to all proposers of the award status by June 1, 2011. If more time is needed, proposers will be notified of any delay. This notice is also the County's intent to award the contract.

5.1 Required Written Narrative

In addition to Application Form, Budget Form, Project Work Plan and Schedule, and the signed Proposal Page, all proposers must submit written responses to the Items listed below. Proposer's information from all of these documents will be used to assign scores as described in Appendix D.

Responses should take no more than 5 pages (not including letters of support or bids and specifications --required for individual purchase items of \$1,000 or more) and must be labeled, numbered and answered in the same order in which they are listed here.

1. **Briefly describe the overall project; the purpose, results and environmental benefit of the project.** Include here the geographic area, the type, quantity and beneficial end use of material that will be diverted and/or the type and quantity of waste that will be prevented, including method and number of people served.
2. **Project personnel.** List all of the people who will be involved in the project and use of funds. What roles will they play? If you have a subcontractor, include subcontractor personnel. What related experiences and

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

qualifications do they bring to this project? What community partners do you have for the project? What role will they play? Include letters of support or other documentation from your partners to demonstrate their involvement and/or commitment to the project success.

3. **Describe your project's specific objectives.** Give narrative here and fill out specific deliverable tasks and activities on the **Project Work Plan and Schedule**. What are the specific strategies you plan to use and the anticipated results. Include amounts, types, and sources of materials prevented, reused, recycled, or composted; the audience, the methods, and/or the behavior changes targeted. Describe the how the project impacts other community issues, if any.
4. **How will your project be cost effective?** Give narrative here, and complete the **Project Budget** page in detail. What is the cost benefit ratio? Provide examples of efficiencies and cost savings, such as use of volunteers, in-kind services, use of existing materials, etc. What percent of funding request is going toward overhead, or existing expenses, and what percent is for equipment, activities or supplies that directly achieve the proposal goals.
5. **Why do you need funding for this project?** What other sources of funding are available, which are you seeking? What other efforts have you made to fund this project? Have you applied for or received other grants for this project? If so, specify.
6. **What performance measures will you use?** Describe specific numeric goals and anticipated results. How will you measure results and how often? (Include this also in the Project Plan and Schedule.) What is the impact per dollar granted? Be specific about whether this project results in material being recycled, reused, or prevented. (prevention scores higher)
7. **What plans do you have for your project beyond the grant period?** Will some or all project activities continue after the grant period? If so, which ones and for how long? How will you build on the project's success? Identify anticipated future funding sources and the level of commitment you have received from them.
8. **Describe Waste Prevention efforts.** What portions of the proposed project seeks and achieves waste prevention rather than diversion? Even if overall project goal is not waste prevention, what distinct activities within the project will involve or achieve a prevention of resource use? What are the tangible anticipated results related to prevention of waste generation and who will benefit?

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

6.0 APPEAL OF EVALUATION COMMITTEE RECOMENDATION

Any proposer not awarded a contract may protest the intent to award decision in accordance with Lane Manual 21.107(14) and 21.105(13). All protests must be filed within 7 days of the notice of award. Protests of award shall be handled by the County Administrator or his or her designee in conformity with Lane Manual 21.105(13). The County Administrator or his or her designee has the authority to reject all proposals, and authority to revise the award of contract in order to correct any errors made in the original award, so that the contract is awarded to the proposer legally entitled to receive an award pursuant to public contract law and regulations and the criteria stated in the proposal documents. A copy of the decision shall be promptly delivered to the Board. The decision shall be final seven days after it is delivered to the Board, unless within that time the Board elects to review the matter. Thereafter, within a reasonable time period, a complete copy of the written record shall be delivered to the Board. The Board shall conduct its review on the basis of the written record before it, and shall issue its decision by Board Order. The Board may affirm, reverse or revise the decision of the County Administrator or his or her designee. Upon adoption of the order, the decision will be final. The protester shall specify the information and applicable grounds for the protest in accordance with Lane Manual 21.118(6)(b)(vi).

LANE COUNTY
WASTE DIVERSION GRANT FUNDING CONTRACT

No. _____ PLEASE PUT THIS NUMBER ON ALL INVOICES

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon ("County") and _____ ("Contractor") who mutually contract as follows:

1. Contractor agrees and covenants to provide waste prevention and diversion services, and provide any associates materials or product) according to the following:

Contractor agrees to comply with all grant provisions set forth in the Waste Diversion Opportunity Grant Request for Proposal, and further agrees to provide the services and any accompanying goods as described in Contractor's proposal attached to this Contract as exhibit A and incorporated by this reference.

2. In accordance with the grant terms, County agrees to pay Contractor, in consideration for the services performed and any associated goods provided by Contractor, an amount not to exceed \$ _____. [detailed payment terms will depend on proposal specifics]
3. This Contract is effective when all parties have signed and terminates on June 30, 2011 [subject to change depending on the proposal specifics]. This Contract may be extended for up to two additional years in one year increments upon agreement of the parties.
5. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent Contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.
6. Unless prohibited or limited by law, the County has the right to exercise the following remedies for a contractor's failure to perform the scope of work or failure to meet established performance standards:
 - a. Reduce or withhold payment;
 - b. Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.
7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment.

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

8. Contractor is not currently employed by County, and will not be under the direct control of County.
9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers.
10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.
11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as it fully set forth herein.
12. Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.
13. The Contractor certifies s/he has all necessary licenses, permits or certificates of registration (including Construction Contractors Board registration, if applicable), necessary to perform the work covered by this Contract, and certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the Contract.
14. The Contractor shall not delegate, subcontract or assign any duties covered by this Contract without the prior written approval of the County.
15. The Contract may be cancelled by the County for willful failure or refusal of the Contractor to perform according to the terms of the Contract by providing written notice, including the effective date. The parties may jointly agree to terminate this Contract and upon the terms of such termination. Either party may terminate this Contract at any time, for any reason or for no reason with no liability, except compensation for services (and product) previously provided, by giving the other party 30 days written notice.
16. The Contractor agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the Contractor, the Contractor's agents, representatives or subcontractors, in the performance of or failure to perform this Contract.
17. Contractor must have and maintain all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this Contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

18. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.
19. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
20. By execution of this Contract, Contractor certifies under penalty of perjury that:
- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
 - b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontract.
21. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.
22. Waiver. Failure of the County to enforce any provision of the Contract does not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
23. Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

CONTRACTOR

Authorized Representative

Date: _____

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

LANE COUNTY, OREGON

Liane Richarson
County Administrator

Date: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

INSURANCE COVERAGES REQUIRED

Insurance will be required as appropriate to the risk.

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
<u> </u> Explosion & Collapse	<u> </u> \$2 million per occurrence
<u> </u> Underground Hazard	<u>X</u> Limits of the Oregon Tort Claims Act (ORS 30.270), present limits \$500,000 per occurrence
<u>X</u> Products/Completed Operations	
<u>X</u> Contractual Liability	
<u> </u> Broad Form Property Damage	<u> </u> Other
<u> </u> Owners' & Contractors' Protective	

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

 AUTOMOBILE LIABILITY insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

<u> </u> \$1 million per occurrence	<u> </u> Other
<u> </u> Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence	

 PROFESSIONAL LIABILITY insurance – with limits not less than \$ _____

 POLLUTION LIABILITY INSURANCE – with limits not less than \$ _____

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY X Limits of \$500,000.

 BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$ _____.

 FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ _____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392. Revised 11/4/08

LANE MANUAL CHAPTER 21.130 STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County, and as reflected in the main contract.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for a contractor's failure to perform the scope of work or failure to meet established performance standards:

- (a) Reduce or withhold payment;
- (b) Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- (c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(11) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, the contractor shall immediately give notice to the County. The County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(12) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(13) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(14) Unless otherwise provided by the contract or law, Contractor agrees that County, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after County makes final payment on this Contract. Copies of applicable records shall be made available upon request, and payment of copy costs is reimbursable by the County.

(15) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(16) The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, except if the County has good cause and the contract provides otherwise.

(17) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(18) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(19) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(20) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(21) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

REQUEST FOR PROPOSAL
Waste Diversion Opportunity Grant

(22) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate there from shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(23) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(24) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(25) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(26) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(27) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08; 09-12-15-2, 12.15.09; 10-6-9-4, 6.9.10)

PROPOSAL EVALUATION SCORE SHEET

Proposals will be scored relative to the extent that they effectively express and demonstrate:

- 1) thorough planning and preparation for project
- 2) permanence and longevity of the project
- 3) tangible reductions in generation or disposal per dollar spent
- 4) impact on other community concerns, such as jobs or social services and
- 5) proposals with matching funds and demonstrated commitment and/or partners

	Available Points	Proposal Score
Project Personnel narrative question # 2		
Who's involved? Partners, subcontractors? Experience, Roles and Relationships?	20	
Project Objectives narrative question # 3		
Material targeted, expected results and impacts? Project strategy and work plan?	25	
Project Budget narrative question # 4,5		
Cost effective? Cost/Benefit ratio? Funds needed, matched?	20	
Performance Measures narrative question # 6		
What materials and quantities prevented or diverted? Effective measurement?	15	
Project Permanence narrative question # 7		
How will project be funded after grant? How will project continue or build on success?	20	
Waste Prevention narrative question # 8		
What waste is prevented? What savings in resources and who benefits?	10	

Totals: 110

APPENDIX E

Grant Application for Waste Diversion Opportunity Funds 2011

Lane County Waste Management Division

Name of Applicant:	Federal taxpayer ID #:
Address:	Telephone:
Contact person:	E-mail:
Title:	
Name of project:	Will you use a subcontractor? (if so, fill out subcontractor information below: yes <input type="checkbox"/> no <input type="checkbox"/>
Amount requested from Lane County:	Total cost of project:
Matching funds: Source: Amount: Source: Amount	Other outside funding (list all): Source: Amount: Source: Amount
Subcontractor name:	Contact person:
	Contact person title:
Subcontractor mailing address:	Subcontractor e-mail address:
Phone:	Web address:

Project Budget

Complete all sections of the budget. **“Matching Resources”** includes cash or in-kind contributions used to support the grant project. **“In-kind contributions”** include any documented contributions, such as real estate, goods or services, and labor and should be valued using a defensible method. For example, rates for volunteers should be consistent with those paid for similar work in other activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value. Providing **matching resources is not mandatory** but is a measure of the cost and community effectiveness of your proposal.

(A) List Project Personnel	Hourly Rate	Hours on Project	Grant Funds Requested	Matching Resources	Total Costs
1.					
2.					
3.					
4.					
5.					
6.					
SUBTOTAL					

Source of matching resources: _____

(A) **PERSONNEL SERVICES** List principal personnel by name. Include salaries and costs of benefits, such as quoted payments for insurance, retirement, social security, etc. Be sure to give subtotals of funds requested, matching resources, and total costs in the spaces provided. Then, state the source of the matching resources.

(B) **PROFESSIONAL SERVICES** List consultants, contractors, etc. Be sure to give subtotals of funds requested, matching resources, and total costs in the spaces provided. Then, state the source of the matching resources.

(B) List Consultants or Contractors	Hourly Rate	Est. Hours on Project	Grant Funds Requested	Matching Resources	Total Costs
1.					
2.					
3.					
SUBTOTAL					

Source of matching resources: _____

(C) **CAPITAL OUTLAY** List all items to be purchased with a value greater than \$100. Include equipment, land, structures, and items pertaining to them. Be sure to give subtotals of grant funds requested, matching resources, and total costs in the spaces provided. Then, state the source of the matching resources. **For items costing \$1,000 or more, provide a bid or spec sheet** that demonstrates the anticipated cost.

(C) List Capital Outlay Items	Grant Funds Requested	Matching Resources	Total Costs
1.			
2.			
3.			
4.			
SUBTOTAL			

Source of matching resources: _____

SERVICES AND SUPPLIES - Include items not itemized in "Personnel Services," "Professional Services," and "Capital Outlay." Examples are computer services, duplicating, materials/supplies, postage, publication charges, telephone, fuel, automobile mileage, travel, etc. The need for services and supplies should be clear from your answers to the questions on page 2. If you need to clarify further, you may attach additional information here. For example, if you include costs for travel, be certain to explain who will travel, where they will go, the purpose of the travel, and specific expenses (mileage, accommodations, meals, etc.). Be sure to give subtotals for funds requested, matching resources, and total costs. Then, state the source of the matching resources.

(D) List Services and Supplies	Grant Funds Requested	Matching Resources	Total Costs
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
SUBTOTAL			

Source of matching resources: _____

(E) PROJECT BUDGET SUMMARY - Fill in all applicable spaces. Be sure to total grant funds requested, matching resources, and total costs.

(E) Project Budget and Summary	Grant Funds Requested	Matching Resources	Total Costs
A. Personnel Services			
B. Professional Services			
C. Capital Outlay			
D. Services and Supplies			
E. Total DEQ Grant Funds Requested			
F. Total Matching Resources Committed to the Project			
G. Total Project Cost			

Project Work Plan and Schedule

Please make sure that you identify all major activities required for project completion. Be as specific as possible. Include dates for progress reports and the final report. You may attach additional pages as necessary.

Planned Project Beginning Date: _____ Planned Project Ending Date: _____

Task or Activity	Beginning Date for Each Task	Ending Date for Each Task or Activity	Person/Group Responsible for Completion

Signatures

The **authorized representative** of the business or agency applying must sign the application. This is an official who *has the authority to obligate the applicant's resources* and is usually an executive director, owner, manager, chief financial officer, chief executive officer, or similar. If this is a cooperative project involving more than one business or agency then representatives from all and Subcontractors must sign as well.

I certify that the information provided in this application and attachments is correct and true. I understand and agree that if grant money is awarded as a result of this application, I will comply with all applicable statutory provisions and with applicable terms, conditions, and procedures of the Lane County grant agreement.

Signature of Authorized Representative (Applicant #1) _____ Date _____

Title _____ Telephone Number _____

Signature of Authorized Representative (Applicant #2) _____ Date _____

Title _____ Telephone Number _____

Signature of Authorized Representative (Applicant #3) _____ Date _____

Title _____ Telephone Number _____

PROPOSAL TO LANE COUNTY – WM10/11-03

The undersigned attests the he/she has the authority to represent the proposer in all phases of this RFP process. The undersigned, on behalf of the proposer, declares that he/she has carefully examined the Specifications and requirements of the Lane County Request for Proposal for Waste Diversion Opportunity Program Grant, and that proposer agrees, if the proposal is accepted that proposer will contract with the County to furnish the services as specified, in accordance with the RFP.

The undersigned, on behalf of the proposer, hereby certifies that the proposer is [check one]:
 ___ a resident bidder of the State of Oregon as defined in ORS 279A.120(1)(b)
 ___ a nonresident bidder as defined in ORS 279A.120(1)(a).

By initialing this space _____, the undersigned hereby certifies that proposer has not discriminated against minority, women, or emerging small businesses in obtaining any required subcontractors. By initialing this space _____, the undersigned hereby certifies that to the best of his/her knowledge, proposer is in compliance with all the Oregon tax laws described in ORS 305.380(4).

The undersigned, on behalf of the proposer certifies that the proposal is made without connection or agreement with any person, firm or corporation making a proposal for the same services, and is in all respects fair and without collusion.

 Firm's name (Print or type) Signature

 Address Print or type name

 City State ZIP Business Identification Number

 Telephone Number

Signed and sworn to before me this _____ day of _____, 2011.

 Notary Signature

Notary Public for the State of _____

My Commission expires: _____

BID BOND
WM010/11-03

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
_____ as PRINCIPAL,

and _____ as SURETY, are hereby held and firmly bound unto Lane County (COUNTY) in the penal sum of one hundred dollars (\$100.00) for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to Lane County a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing:

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternative,

(b) If said Bid is accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in conjunction therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise and the (same) shall remain in force and effect; it being expressly understood that the liability of the SURETY for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the COUNTY may accept such bid; and said SURETY does hereby waive notice of such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals and such of them as are corporations have caused their seals to be affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

BY: _____

DATE: _____

DATE: _____

