



REQUEST FOR PROPOSALS
for
DEVELOPMENT OF A
SUSTAINABLE MATERIALS MANAGEMENT PLAN

Benton County
4500 SW Research Way
Corvallis, Oregon 97333

Issue Date:	September 13, 2023
Response Due Date:	November 8, 2023, 2:00 pm Pacific Standard Time

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SECTION I – REQUEST FOR PROPOSALS and SCOPE OF WORK

The 2022-23 solid waste process work group (“Benton County Talks Trash”) was charged to develop a common base of solid waste information, provide a history of solid waste and the Coffin Butte Landfill, and outline the scope of a long-range sustainable materials management plan.

Following on the [recommendations](#) of the work group, Benton County is shifting from traditional “solid waste management” focused on end-of-life management, to a “sustainable materials management” approach, which considers impacts across the complete life cycle of materials for decision-making. Benton County seeks proposals from qualified proposers to develop a local/regional¹ Sustainable Materials Management Plan. The plan will help the County and others implement specific actions to reduce waste and reduce the life cycle impacts of materials, including materials management in the end-of-life phase. The plan will be much more than a “landfill plan”.

The plan will analyze current and proposed materials management systems (including waste prevention, collection, recovery, and disposal) for environmental, health, social, and economic costs, benefits, and opportunities across the complete life cycle of materials. The plan will address the regional nature of materials life cycles and emphasize regional approaches to sustainable materials management, while highlighting unique collaborative resources available to help Benton County leverage collective regional solutions for maximum impact. The plan will be developed with extensive public engagement and will be designed to include principled engagement for intentional, constructive community feedback.

A. Plan Purpose.

The sustainable materials management plan should accomplish three primary purposes. It should:

- Provide Benton County with a plan to significantly reduce negative and maximize positive environmental, health, social, and economic impacts of materials;
- Explore innovative opportunities across the complete life cycle of materials to address current and future County needs; and
- Provide a plan that leverages regional approaches/outcomes through extensive collaborative engagement across the materials lifecycle.

B. How will the Sustainable Materials Management Plan be used?

Benton County anticipates adopting the plan as a strategic guide to implement actions that improve materials management and lead our community forward through the 21st century. The County Board and staff will consider the plan’s analyses and recommendations to make decisions for each stage of the Sustainable Materials Management Plan. The County will invite other jurisdictions, agencies, partners, and communities to collaborate on the plan’s development and implementation.

C. Plan Duration.

¹ This RFP uses the general term “regional” throughout. For a preliminary understanding of the scope of the term, please see the Glossary at the end of the RFP.

The plan should include long-term strategies (at least to 2040) and short-term actions (1-5 years).

D. Scope.

The scope of the plan is inherently broader than a typical solid waste management plan. Addressing impacts of materials across their complete life cycles requires collaboration across jurisdictional and geographic boundaries. Engaging with a broad scope of authority and geography will enable the plan to better address impacts in a variety of life cycle phases.

1. Authority

Benton County's direct authority over the materials management system, and impactful elements of the system, is limited. This plan requires addressing diverse elements which are within the County's existing jurisdictional authority and regulatory control, outside of the County's regulatory control but within the County's collaborative influence, and of interest or concern but outside of the County's influence or regulatory control.

The plan will analyze existing conditions with respect to the County's authority and may include recommendations which expand the spheres of regulatory control, collaborative influence, or overall challenges and opportunities (figure 1). The plan will address how the County can be good stewards of those elements the County controls, while being good partners in addressing additional needs collaboratively with other jurisdictions, partners, and stakeholders.



Figure 1. Conceptual representation of spheres of regulatory control, collaborative influence, and overall materials management challenges and opportunities.

- *Sphere of regulatory control:* Existing Benton County authority and regulatory control include County's solid waste franchise administration, County code, and materials management programs offered.
- *Sphere of collaborative influence:* Collaborative influence and partnership opportunities include partnerships in which Benton County can play a role. These currently include roles and responsibilities of other jurisdictions, agencies, waste generators, and service providers. This also includes specific management decisions within the solid waste franchisee's authority.
- *Sphere of Overall Materials Management Challenges and Opportunities:* Shared needs, concerns, or interests may be addressed through expanding collaboration and influence. This includes potential impacts which are outside of partner authority or not yet well-characterized.

The scope of this plan as it relates to the County's authority will be determined by the potential to reduce impacts across the life cycle of materials.

2. Geographic scope

The geographic scope of this plan is intended to be regional, within the context of Benton County's role in reducing the impacts of materials, to reflect the regional nature of the materials management system, and the impacts of materials. For example, Benton County hosts a privately owned and operated regional landfill and a regional compost facility which each accept a majority of waste from many other counties. Other material recovery facilities, transfer facilities, and hazardous waste disposal facilities are hosted within different counties. Outside of the post-consumer disposal phase, significant life cycle impacts occur outside of Benton County through the production and supply chain, transportation, wholesale and retail, and use life-cycle phases. In each of these examples, collaboration with other jurisdictions and partners from outside Benton County is required to adequately address the life cycle impacts of materials.

3. Specifying the Scope

The successful proposer will, as a first phase of the plan development, engage with stakeholders at various scopes of authority and geography to help the County finalize a Scope of Work for the plan. This process includes evaluating regional interest and willingness for partnerships on planning elements. This may also include an assessment of the ["Benton County Talks Trash" Solid Waste Process Work Group report](#), a community engagement and consensus-seeking project completed in April, 2023. The outcome of this stage will be further identifying stakeholders, resources, priorities, and evaluation metrics.

Stakeholders engaged in this part of the process may include, but are not limited to, regional jurisdictions and governmental agencies, business and industry organizations, advocacy groups, community organizations, higher education, under-represented groups, and youth/student organizations.

E. Planning Priorities:

The Sustainable Materials Management Plan should use the [2040 Thriving Communities Initiative](#) as a lens to frame our communities' Core Values. Priority will be given to elements which have the highest potential to reduce the negative impacts of and maximize positive opportunities for materials across their life cycles. The plan will emphasize systemic possibilities for improvement.

1. Measuring Impacts

The cost and benefit analyses will generally prioritize elements which have significant environmental, health, social, and economic impacts across the complete life cycle of materials. Broad metrics are listed below, and specific metrics will be developed through extensive public engagement as a primary stage of the planning process, after a proposal has been selected. Through previous community engagement processes, the community has identified several impact metrics as concerns (primarily associated with local landfill disposal). This plan will go beyond disposal impacts and address impacts across the

complete life cycle of materials. These categories are inherently linked to one another, and analyses may have overlapping elements. The proposer may use established best practices and protocols for evaluating impacts across the full life cycles, including metrics used by the US Environmental Protection Agency and Oregon Department of Environmental Quality. The proposer may use metrics most appropriate for various materials and life cycle phases.

- Environmental – Metrics may include greenhouse gas emissions and climate change, water quality, air quality, natural disasters, extreme weather, toxicity, and environmental justice.
- Health – Metrics may include water quality, air quality and particulates, soil health, PFAS, microplastics, and health equity.
- Social – Metrics may include equity, property values, home availability, and quality of life.
- Economic – Metrics may include business and industry opportunities, financial costs and benefits, and economic justice.

F. Plan Elements:

The list below briefly summarizes some potential elements of the scope of work. The successful proposer may, however, include any topics that appropriately address or inform the purpose described above. The County intends to further develop topic-specific analyses with the successful proposer, as informed through community engagement. Each of these plan elements should reflect a scope (geographic and authority) to best reduce the impacts of materials across their life cycles. The plan should be completed in stages, to the extent possible, to engage and inform stakeholders throughout the process. The plan should communicate the extent to which recommendations are tangible or intangible, and provide recommendations on next steps to elements which require further planning beyond the scope of the plan. The plan should consider national, state and local goals, vision documents ([DEQ's Materials Management in Oregon 2020 Framework for Action](#)), plans, policies, ordinances, etc. relating to materials management and climate change, along with examples of values and goals expressed in state and local jurisdiction materials management plans.

1. Community engagement

The plan must remain inclusive and accurately represent the affected region. The successful proposal must include ample time and frequent opportunities for focused, intentional community engagement. One key question that should remain open for exploration throughout the process is, “who should be represented in the process?” The plan must consider information and work completed by the [“Benton County Talks Trash” Solid Waste Process Work Group](#). The planning process will include engagement with stakeholders within Benton County as well as stakeholders throughout the region.

2. Complete life cycle impacts of materials

Analyze impacts across the complete life cycle of materials. This analysis should identify key life cycle stages, materials, and management strategies that are particularly impactful, while considering future impacts of climate change and regional carrying capacity. Circular economic principles should be

evaluated. An equity component of this analysis should address the impacts to traditionally underserved populations.

a. Upstream life cycle stages

- Identify methods to reduce negative impacts and maximize positive opportunities throughout upstream life cycle stages, prior to post-consumer disposal. Evaluate the County's role in emerging state legislation and provide effective strategies to participate. This analysis should identify waste prevention, reduction, reuse and repair options, including resources, education opportunities, programs, and policy options. This analysis should include options addressing food waste and construction and demolition material, as well as options for addressing other sources. This element will also strategize expanding and engaging in collaboration opportunities outside of the County's sphere of control.

b. End-of-life stages

- Waste stream analyses: Analyze waste generation in Benton County and throughout the region. This analysis should identify key sectors or industries and any unique waste streams (like medical waste) and provide recommendations on reducing the impacts of those waste materials generated. It should also provide waste generation forecasts.
- Waste collection: Identify methods to reduce impacts from waste collection. Analyze options for the County's solid waste collection franchise, as well as collaboration opportunities with incorporated cities, as they relate to current and recommended recovery and disposal options. This analysis should consider the costs and benefits of transfer stations, recycling depots, and collection events. The analysis should consider national and international best practices.
- Recovery: Identify opportunities and methods to reduce impacts of waste recovery. Analyze options to meet or exceed waste recovery goals, while focusing on highest impact materials. This analysis should include options for recovering food waste and construction and demolition material. The analysis should also include options for material recovery facilities.
- Disposal: Identify opportunities and methods to reduce impacts from disposal. Analyze disposal impacts of waste generated by Benton County Wasteshed sources, as well as materials disposed in Benton County and generated by other wastesheds (including costs and benefits of hosting a regional landfill). The analysis should address alternative approaches to disposal, including alternative technologies outside of landfilling, as well as alternative landfill sites.

- Hazardous materials: Identify hazardous materials in the waste stream and methods to reduce impacts from hazardous materials. Analyze collection, events, and facility options from a local and regional perspective.

3. Funding and Administration

Identify opportunities for funding the sustainable materials management system overall and for specific recommendations. Funding opportunities may include, but are not limited to existing funding mechanisms, grants, partnerships, and funding from emerging legislation (e.g. Oregon Senate Bill 582 (2021)). Analyze administrative costs and benefits for each recommendation, including staffing. Recommend a governance structure for the proposed sustainable materials management system.

G. Estimated Schedule.

The following schedule is intended to provide general information about the SMMP RFP schedule. The County reserves the right to amend the schedule. Except for the deadline to submit proposals, and the Pre-Proposal meeting, Benton County will not notify proposers of any such schedule changes.

RFP issue date	September 13, 2023
Pre-proposal meeting (optional)	September 27, 2023
Deadline for questions or clarifications	October 18, 2023
Answers to questions and clarifications issued	October 25, 2023
Proposals due	November 8, 2023
Evaluation Committee review	November 15, 2023
Q & A panel	November 28, 2023
Interviews (Public, Recorded)	November 29, 2023
Ad Hoc Subcommittee Review/Recommendations	November 30, 2023
BOC Work Session -	December 12, 2023
Notice of intent to award	December 12, 2023
Intent to award	December 20, 2023
Contract negotiations completed	January 18, 2024
Begin plan development	February 15, 2024
First step: Finish Scoping the Project	February 15, 2024

This RFP sets forth the minimum requirements that all proposers shall meet. Failure to submit proposals in accordance with this RFP may result in rejection of the proposal. This RFP is issued under the authority of the Benton County Board of County Commissioners. All communications pertaining to this RFP shall be directed to the appropriate person as indicted herein:

BENTON COUNTY SINGLE POINT OF CONTACT (SPC)

***Daniel Redick, Solid Waste and Water Quality Program Coordinator
Benton County Community Development Department***

4500 SW Research Way
Corvallis, Oregon 97333
Phone: (541) 766-6819
Email: Daniel.Redick@BentonCountyOR.Gov

All questions must be directed to *Benton County Solid Waste Program, Attn: Daniel Redick*.
Any material questions regarding the RFP – questions other than simple assistance with how to obtain or download a copy of the RFP, or site address, must be submitted in writing to the SPC via email or the US Postal Service. No other staff member will answer questions about this RFP.

SECTION 2 - GENERAL PROVISIONS

A. Administrative Information.

1. This RFP is issued under the authority of the Benton County Board of County Commissioners. The County follows Oregon Revised Statutes Chapters 279A and 279B in the procurement of services. All inquiries concerning the intent of the RFP or the contract information shall be directed to the Single Point of Contact (SPC):

BENTON COUNTY SINGLE POINT OF CONTACT (SPC)

Daniel Redick, Solid Waste and Water Quality Program Coordinator

Benton County Community Development Department

4500 SW Research Way

Corvallis, Oregon 97333

Phone: (541) 766-6819

Email: Daniel.Redick@BentonCountyOR.Gov

2. This Request for Proposals consists of the following items:

Section 1 – Request for Proposals/Scope of Services

Section 2 – General Provisions

Section 3 – Form of Proposal and Response

Section 4 – Evaluation, Selection, and Award

Section 5 – Background

Exhibit A Sample Contract w/ Insurance Requirements

3. All portions of the RFP should be completed as professionally as possible. An incomplete or uncoordinated submission can only be judged as indicative of the contractor's capability and professionalism. If there are any proposed deviations from the RFP requirements please indicate the reasons for said deviation in writing.
4. Questions about the interpretation of this RFP shall be made in writing by October 18, 2023 to the SPC. Any supplements, interpretations, corrections, or other changes to the RFP will be made by written addendum by October 25, 2023.
5. All information submitted by a proposer shall be a public record and subject to disclosure, except as otherwise prohibited by Oregon Public Records Law.
6. A prospective proposer may file a protest with Benton County if the proposer believes that the procurement process is contrary to law or that the RFP is unnecessarily restrictive or legally flawed. A solicitation protest must be received by the SPC no later than 7 days before the date proposals are due. Benton County shall consider any timely protests in accordance with ORS 279B.405.
7. All proposals shall contain a statement that the bid or proposal identifies whether the bidder is a resident bidder, as defined by ORS 279A.120.

8. Benton County may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids or proposals upon a finding of the County that it is in the public interest to do so.

B. Pre-Proposal Meeting.

An optional pre-proposal meeting will be held on **September 27, 2023, at 1:00 p.m.** This meeting will be an opportunity for prospective proposers to ask questions and request clarifications prior to submitting a proposal. The pre-proposal meeting will be held virtually. Following the meeting, minutes will be issued by Benton County via addendum. Statements made at the meeting are not binding upon unless confirmed by written addendum.

C. Submittal Costs.

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections, shall be the responsibility of the proposer.

D. Proposal Submittal Copies Required.

Three (3) printed copies of the complete proposal, double-sided as appropriate, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container, and clearly marked on the outside as:

BENTON COUNTY SUSTAINABLE MATERIALS MANAGEMENT PLAN PROPOSAL

Additionally, the proposal submittal shall be submitted electronically via one single flash drive in a sealed envelope. No responsibility or liability will be attached to any County official, employee, or agent for the premature opening or failure to open any proposal not marked according to this instruction. Submittal of a proposal shall indicate the proposer's agreement to enter into the County's form of contract. A sample contract is included in the RFP as Exhibit A.

E. Submittal Deadline.

Proposals must be physically received by **November 8, 2023, at 2:00 p.m. PST** according to the date/time stamp clock in the office of Benton County Community Development Department at 4500 SW Research Way, Corvallis, Oregon 97333. Daniel Redick, Solid Waste and Water Quality Program Coordinator is the person designated to receive the proposals.

F. Proposal Opening.

All proposals received in compliance with the instructions of this RFP will be opened **no sooner than 4:15 p.m., November 8, 2023**, at the Benton County Kalapuya Building, 4500 SW Research Way, Corvallis, OR 97333. The public will not attend the proposal opening. Proposals will be reviewed for compliance with instructions contained herein. Only those proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee. Proposals received after the date and

time specified in the advertisement and as contained herein, or not adequately prepared or in substantial compliance with the terms of this RFP, will be rejected and not considered for award of this contract.

G. Modification or Withdrawal of Proposal.

A proposal may not be modified, withdrawn, or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals. By submitting a proposal, the proposer agrees with the provisions of this subsection.

H. Publicity.

No contractor shall issue any news or media release, or otherwise seek publicity regarding this RFP unless, or until prior approval in writing is obtained from the SPC.

I. Proposal as a Public Record.

Proposals submitted may be available to the public in accordance with applicable public records laws. However, information in a proposal that is exempt or conditionally exempt from disclosure under Oregon Public Record law may be treated as confidential by Benton County subject to any disclosure obligations under that law. If a proposer reasonably believes that information in a proposal meets an exemption or conditional exemption under Oregon law:

1. Each page of such information must be marked "Confidential Information".
2. If Benton County receives a request for disclosure of information labeled confidential by the proposer pursuant to Oregon Public Records law, or a subpoena, Benton County will provide notice to the proposer before a response is due. The proposer has the responsibility to establish that such information is exempt from disclosure.
3. Proposer shall defend, indemnify, and hold Benton County harmless from any claim or administrative appeal, including costs, expenses and attorney fees related to a request to disclose information proposer has labeled as "Confidential Information".
4. Information labeled "Confidential Information" must be readily separable from the rest of the proposal and statement of qualification in order to facilitate eventual public inspection of the non-confidential portion.
5. Benton County is entitled to use information marked "Confidential Information", in whole or part, for evaluation purposes, and may make copies for this purpose. In addition, any document or information that becomes part of a subsequent contract is a public record.
6. Notwithstanding subsections 1-5 above, any restrictions related to information marked "Confidential Information" do not apply if Benton County has the right to, or has obtained the information from a source other than the proposer.

SECTION 3 – FORM OF PROPOSAL and RESPONSE

All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the County in reviewing proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services. Benton County reserves the right to select portions of work from one or more proposals. Please segregate the pricing for each phase or deliverable in your proposal. Proposal must contain the following information:

The proposal must be organized in the following format. All proposals are to be typed in 8-1/2" x 11" format. Each of the required sections are to begin with a new page, and shall be tabbed separately. Each page shall be numbered in sequence. Proposals are limited to twenty pages, not including attachments (team member resumes and insurance). Three (3) printed copies of the proposal, double-sided as appropriate, will be required with the initial submission.

Proposals must be received by 2:00 p.m. on November 8, 2023, via mail or delivery.

Envelopes or packages must be clearly marked "Benton County Sustainable Materials Management Plan Proposal" and addressed to:

Benton County
Community Development Department
Attention: Daniel Redick, Solid Waste and Water Quality Program Coordinator
4500 SW Research Way
Corvallis, Oregon 97333

A. Title Page.

The name and signature of the proposing company's authorized representative, as well as their address and telephone number, must be provided. The proposal must be dated on this page. The discovery of any significant inaccuracy in the information submitted by the proposer shall constitute good and sufficient cause to reject the proposal.

The authorized representative's signature will signify the proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the proposer's acceptance of and responsibility for the following:

1. All data presented in the proposal is accurate and complete.
2. Proposer has read and understood the RFP and the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal.
3. The proposal and the prices contained in the proposal shall be valid for ninety (90) days after submission of the proposal.

4. The cost of submittals, and any related expenses, including travel for interviews, or inspections, shall be entirely the responsibility of the proposer.
5. Proposer has not discriminated, and will not discriminate, in violation of ORS 279A. 110(1), against any minority, women, or emerging small business enterprise, or against a business enterprise that is owned or controlled or employs a service-disabled veteran in obtaining a required subcontract.
6. Proposals for each category of service must be clearly identified in the proposal.
7. By signing and returning this proposal, the proposer acknowledges they have read and understand the terms and conditions contained in the RFP. If the RFP permits proposal of alternative terms or conditions, the proposal should include any non-negotiable terms and conditions, and any proposed terms and conditions offered for negotiation.
8. By signing and returning the proposal, the proposer also agrees to enter into the County's form of contract. A sample is attached as Exhibit A herein.

B. Table of Contents.

A listing of all major, and sub-major topics and associated page numbers must be included.

C. Technical Proposal Section 1: Qualifications of Proposer & Staff (60 points).

1. Cover Letter.
 - a. Provide a cover letter indicating the firm's interest in providing the service and other information that would assist the County in the review and selection process. Describe primary business experience of the proposer, the proposer's overall mission statement, length of time in business, ownership, the location of the office, telephone number, e-mail address, website address, and other information that is pertinent and introductory in nature.
2. References.
 - a. Provide, at minimum, three references for similar work.
3. Proposer Experiences and Qualifications. (25 points)
 - a. What experience and qualifications does the firm have related to the scope of work? Please provide relevant examples of successful projects, including projects with successful and unusual public and stakeholder engagement. Describe previous projects involvement with state environmental agencies, local jurisdictions, private landfills, other infrastructure, and complete life cycle analyses.
4. Staff (Project Team) Experience and Qualifications. (25 points)
 - a. What experience and qualifications do the individual project team members have? What are the team member's experiences evaluating sustainability, landfills, social impacts, and other plan elements listed above? What roles will each team member have on this project? Please provide examples of successful projects, including those with

successful and unique public and stakeholder engagement. Please also provide information about each project team member's availability and expected level of engagement with this project. Attach each team member's resume to the proposal.

5. Social and environmental responsibility. (10 points)
 - a. Provide a description of the firm's social and environmental responsibility.

D. Technical Proposal Section 2: Work Plan (30 points).

Points will be awarded based on the contractor's understanding of the Scope of Work, and the appropriateness of the proposed approach/methodology; and the description of a detailed and logical plan for providing the elements requested herein. Responses should be complete, but concise. The responses should be in the same order in which the information is requested below. Provide the following information:

1. Approach to the Scope of Work. (20 points)
 - a. Describe the proposed approach and methodology to developing this plan, and accomplishing the elements outlined in the scope of work. This should demonstrate the proposer's understanding of the project.
2. Project Schedule. (10 points)
 - a. Include a proposed project schedule, which outlines a schedule for specific tasks and activities.

E. Price Proposal/Cost (10 Points)

1. A price proposal must be provided, detailed by cost for each project task or activity. The proposal may include cost options for various levels of scope and timelines.

F. Insurance (Mandatory)

The contractor shall procure and maintain, at contractor's sole expense, and at all times during the course of this contract, the kinds and forms of insurance as indicated on Exhibit A.

SECTION 4 – EVALUATION, SELECTION, AND AWARD

A. Evaluation Criteria

An Evaluation Committee will review, evaluate, score and rank the proposals that are determined to be in substantial compliance with RFP procedures and requirements. The following criteria and scoring will be the basis for the review and evaluation:

1. Title Page/Table of Contents	Pass/Fail
2. Certification of Non-Discrimination	Pass/Fail
3. Technical Proposal – Section 1	60 points
a. Experience, Capabilities and Resources of the Proposer.	25 points
b. Experience of project team members.	25 points
c. Social and environmental responsibility	10 points
4. Technical Proposal – Section 2	30 points
a. Approach to the scope of work.	20 points
b. Schedule.	10 points
5. Price Proposal/Cost	10 points
6. Insurance Requirements	Pass/Fail
Total Points	100 points

B. References

Benton County will contact references for the top ranked proposals, based on the initial evaluation and ranking of those proposals.

C. Question and Answer (Q&A) Panel

Based on the initial evaluation and ranking, up to three (3) proposers may be invited to participate in a public question and answer panel on November 28, 2023. The public attendees will be encouraged to ask questions to the proposers on the panel, and each proposer will have an opportunity to respond to each question. Proposers selected to participate will be notified as soon as possible once the initial evaluation has been completed.

D. Interviews.

Based on the initial evaluation and ranking, up to three (3) proposers may be invited to attend interviews on November 29, 2023. Proposers selected to interview will be notified as soon as possible once the initial evaluation has been completed. Based on interviews, the Evaluation Committee will make a final evaluation and ranking, and make a recommendation to the Board of County Commissioners. The format and scoring of the interview process will be determined prior to scheduling interviews.

E. Selection and Negotiations

The County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract that is in the best interest of the County. Contract negotiations with the highest ranked proposer shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing, and performance measures and standards.
2. A maximum, not to exceed price which is consistent with the proposal, and fair and reasonable, and taking into account the estimated value, scope, complexity, and nature of the services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the proposer with the second highest ranked proposal. If the second, or if necessary, third round of negotiations fails to result in a contract within a reasonable time, the RFP may be formally terminated.

F. County Contracting Discretion

Benton County reserves the right, in its sole discretion to:

1. Cancel this procurement and/or reject any or all proposals in accordance with ORS 279B.100
2. Waive minor irregularities in the proposals received.
3. Accept all or any part of a proposal in principle, subject to negotiation of the final contract details with the selected vendor.

G. Notice of Letter of Intent to Award

Benton County will issue a Notice of Intent to Award the contract in compliance with ORS 279B.135, and OAR 137-047-0610.

H. Contract Award and Protest Procedure

A proposer may protest the award of a contract under RFP in accordance with BCC 2.805. A written protest must be actually received by the person designated for receipt of the proposals no later than 7 days after the Notice of Intent to Award is issued. The County will not consider late protests. The County will respond to protests in accordance with BCC 2.805.

SECTION 5 – BACKGROUND

A. Benton County Description

Benton County is a political subdivision of the State of Oregon located in central western Oregon, roughly 80 miles south of Portland, OR, and 30 miles east of the coast. Benton County has a population of about 98,000 people, including of the five incorporated cities: Corvallis, Albany (North Albany is partially within Benton County), Philomath, Adair Village, and Monroe, and several unincorporated communities. Corvallis is the largest city in Benton County with over 60,000 people and is home to Oregon State University. Approximately 20,600 people reside in unincorporated rural areas of the county, including about 16,200 outside of Urban Growth Boundaries. The US Census Bureau provides [county-wide demographics](#), and the State of Oregon provides information about [languages spoken in Benton County](#). The Benton County [Wasteshed](#) is comprised of waste generated within the County’s boundaries, including waste from incorporated cities (except North Albany) and unincorporated areas.

B. Material Life cycles

[Oregon's consumption-based greenhouse gas \(GHG\) emissions in 2015](#) (Oregon Department of Environmental Quality’s latest greenhouse gas inventory published in 2018) show that 99.2% of the greenhouse gas emissions resulting from the consumption of materials in Oregon occur during the production and supply chain,

transportation, wholesale and retail, and use life-cycle phases. 0.6% of emissions occur in the post-consumer disposal life-cycle stage, which includes emissions from landfilling (including methane), combusting, and composting post-consumer waste. While solid waste management planning typically focuses on materials’ end-of-life, Benton County aims to also address upstream impacts from life-cycle stages prior to post-consumer disposal to more effectively reduce impacts associated with the consumption of materials, including GHG emissions.

Benton County is shifting from a “solid waste management” approach, which focuses on end-of-life management, to a “sustainable materials management” approach, which considers impacts across the complete life cycle of materials for decision-making.



Figure 2. The complete life cycle of materials. Impacts occur throughout each stage of the life cycle.

C. Waste Generation and Management

The Benton County Wasteshed [generated approximately 102,000 tons of waste in 2021](#), disposing about 67,000 tons and recovering 35,000 tons to achieve a 34.4% recovery rate ([Oregon DEQ](#)). The Wasteshed has a recovery rate goal of 44% by 2025. Waste recovery, disposal, and waste generation are trending upward. The Benton County Wasteshed is part of a regional Mid-Willamette Valley waste stream, and part of the larger Oregon’s statewide waste stream.

Benton County administers a solid waste collection franchise for unincorporated areas, from which comingled recycling, mixed organics (food and yard debris), and disposal (landfill-bound material), are available to all residents and businesses county-wide through weekly curbside collection. Each incorporated city also has agreements with the same franchisee, providing at a minimum the same solid waste collection service as the unincorporated areas of the county. The local collection system does not use any transfer stations. At the direction of the solid waste collection franchisee, landfill-bound materials are disposed at Coffin Butte Landfill, mixed organics are composted at Pacific Region Compost (PRC, located near the Coffin Butte Landfill), and comingled recyclables are baled at a facility in Albany, Oregon and then transferred to a Material Recovery Facility (MRF) in Clackamas, Oregon for recovery. Community members are also allowed to self-haul materials.

Solid waste generated in Benton County is primarily disposed at Coffin Butte Landfill located north of Corvallis in Benton County. The privately-owned and operated landfill has been in operation since the 1940s and is expected to fill its currently permitted air space volume between 2037-2039. The Benton County Planning Commission denied an application to expand the landfill in 2021, and the operator may submit another application to expand the landfill in the future. Approximately 1,046,000 tons of total solid waste was placed at the landfill in 2021. The Benton County Wasteshed generates roughly 11% of that total annual tonnage; most of the material originates in other wastesheds in the region. Benton County administers a solid waste disposal site franchise agreement, as the host county for the regional Coffin Butte Landfill.

D. Stakeholder Engagement

In September 2022, the Board of Commissioners charged a community-driven solid waste process workgroup to develop common understandings and recommendations for “implementing a constructive path forward relating to sustainable materials management and the future of solid waste disposal in the Mid-Willamette Valley, including at the Coffin Butte regional landfill.” Following that charge, over the next seven months the Benton County Talks Trash Workgroup developed a detailed report with consensus-based findings and recommendations for the Board’s consideration. The report includes detailed information and recommendations from the Workgroup regarding the development of a Sustainable Materials Management Plan. The Workgroup Report is available [here](#).

E. Regulatory Environment

The Oregon legislature passed the [Plastic Pollution and Recycling Modernization Act \(Oregon Senate Bill 582 \(2021\)\)](#) in 2021, which is expected to significantly update Oregon’s waste and recycling system beginning in 2025. Some of the law’s updates include implementing a [statewide recycling list of accepted materials](#), developing recommendations for [recycling labeling](#), expanding access to [recycling](#)

[services](#), [reducing recycling contamination](#), and supporting local government recycling systems through an [extended producer responsibility funding structure](#).

GLOSSARY:

Circular economic principles: Materials management ideas which aim to “close the loop” of material life cycles, where materials system outputs (end-of-life) become system inputs (production) without degrading in quality, while minimizing wasted materials and externalities. Related frameworks include: sustainable materials management, circular economy, zero waste, and cradle-to-cradle.

Life cycle of materials: The stages of human-driven events and processes relating to the management of materials. The stages include: production and supply chain, transportation, wholesale and retail, use, and post-consumer disposal life-cycle phases.

Regional: Geographic scope of engagement with other jurisdictions and agencies related to sustainable materials management planning elements, which may include, but are not limited to, neighboring counties, jurisdictional sources of waste interacting with infrastructure within Benton County (e.g. Coffin Butte Landfill), and jurisdictions with infrastructure or resources which may be potentially used for Benton County materials management (e.g. material recovery facilities).

Upstream: The events related to materials which happen before the material is disposed or recycled. Upstream life cycle stages that occur prior to the post-consumer disposal life-cycle stage (which includes waste collection, landfilling, and recycling). Upstream life cycle stages include: production and supply chain, transportation, wholesale and retail, and use life-cycle phases.

Wasteshed: “A "wasteshed" is defined in Oregon law as an area of the state that shares a common solid waste disposal system, or an appropriate area in which to develop a common recycling system. Individual Oregon counties are typically designated as wastesheds with three notable exceptions:

- The greater Portland tri-county area, consisting of Clackamas, Multnomah and Washington Counties, is designated as the Metro wasteshed.
- Milton-Freewater, a city within Umatilla County, is designated as a separate wasteshed.
- For most cities such as Albany that have populations in two counties, the entire city was included in the wasteshed that included the larger portion of the city population. The exception is Salem, where most of Salem is in the Marion (County) Wasteshed, but West Salem is included in the Polk (County) Wasteshed.” ([Oregon DEQ](#))

EXHIBIT A: SAMPLE CONTRACT

BENTON COUNTY

GOODS & SERVICES CONTRACT

This is an agreement by and between BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the goods and/or services of an individual or entity with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, this contract has been let under the small or intermediate procurement, RFP or sole source processes pursuant to Benton County Code (BCC) ch. 2, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. TERM OF CONTRACT: This contract shall become effective upon signature, and shall terminate on June 30, 20__.

2. SERVICES TO BE PROVIDED: See Attachment B.

3. PAYMENT: \$_____, to be paid upon completion of the services or delivery of the goods contemplated by this contract or within 30 days of receipt of invoice.

4. ASSIGNMENT/DELEGATION: Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

5. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent

contractor. Although COUNTY reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System benefits from amounts paid under this contract, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

6. **WARRANTY:** COUNTY has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of such warranty.

7. **INDEMNIFICATION.** CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. **INSURANCE:** CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY as provided in Attachment A. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail or email, receipt requested. Notices sent by mail should be addressed as follows:

COUNTY: Benton County Community Development Department
Darren Nichols
4500 SW Research Way
Corvallis, OR 97333
_____ Email Address

CONTRACTOR: _____

Bills, invoices and payments sent by mail to COUNTY should be addressed as follows:

Benton County Community Development Department
4500 SW Research Way
Corvallis, OR 97333
_____ Email Address

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. **TERMINATION:** At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to CONTRACTOR. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to payment for all services satisfactorily rendered and expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the agreement by CONTRACTOR.

11. **OWNERSHIP OF WORK PRODUCT:** COUNTY shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract ("the work products"). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants COUNTY a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to COUNTY or produced by CONTRACTOR under this contract.

12. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

13. **STATUTORY AND REGULATORY COMPLIANCE:** CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.400 to ORS 659A.406 and all regulations and administrative rules established pursuant to those laws. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

If required by law or Benton County, CONTRACTOR shall have or obtain pre-employment criminal record checks of staff hired to provide client services under this agreement. This check is required under ORS Chapter 181 for all purveyors of Community Mental Health Services that provide care, treatment, education, training, instruction, supervision, placement services, recreation or support to children, the elderly or persons with disabilities

14. **EXTRA (CHANGED) WORK:** Only the Department Head may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Department

Head authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the County Administrator.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract it shall not employ any person having any such interest.

16. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Benton County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify COUNTY of any independent audit report of CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the County Administrator upon request.

17. NON APPROPRIATION: CONTRACTOR understands and agrees that COUNTY'S payment obligation under this agreement is contingent on COUNTY receiving appropriations, limitations, or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement.

18. GOVERNING LAW: This contract shall be governed and construed by the laws of the State of Oregon.

19. SEVERABILITY: If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

20. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

DATED this _____ day of _____, 202__.

CONTRACTOR

BENTON COUNTY

Date: _____

Department Head

Date: _____

Reviewed as to form:

County Counsel

AFFIDAVIT

CONTRACTOR declares that it does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

Principal _____

Date _____

ATTACHMENT A

a. CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

Required by County Not Required by County

Commercial General Liability insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by County Not Required by County

Automobile Liability covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per accident.

If this box is checked, the limits shall be \$5,000,000 per accident.

Required by County Not Required by County

Property of Others in Transit (Cargo) covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

Required by County Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

Certificate holder should be: Benton County, PO Box 964 Corvallis, OR 97330. Certificates of Insurance can be emailed to Daniel.Redick@bentoncountyor.gov.

EXHIBIT B: ADVERTISEMENT FOR PROPOSALS

BENTON COUNTY, OREGON REQUEST FOR PROPOSAL

DEVELOPMENT OF A SUSTAINABLE MATERIALS MANAGEMENT PLAN

4500 SW RESEARCH WAY CORVALLIS, OREGON

Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified firms for the development of a local/regional Sustainable Materials Management Plan. The general scope of work will address impacts of materials across their complete life cycles, requiring collaboration across jurisdictional and geographic boundaries. Plan elements must include: extensive community engagement, analyses and recommendations addressing the complete life cycle impacts of materials, and analyses and recommendations addressing funding and administration. The scope will be specified with the successful proposer as a first stage of the plan development.

The objective is to retain a firm to develop a local/regional Sustainable Materials Management Plan.

The RFP will allow Benton County to select and retain proposer(s) or firm(s) to perform duties as listed. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

The Request for Proposal can be downloaded from the Benton County website at <https://www.co.benton.or.us/rfps> or a printed copy can be requested at actual cost by contacting Benton County Community Development, 4500 SW Research Way, Corvallis, Oregon 97333, or phone (541) 766-6819, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Community Development to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Daniel Redick, Solid Waste and Water Quality Program Coordinator, at Daniel.Redick@bentoncountyor.gov or phone (541) 766-6819.

An optional Pre-Proposal meeting will be held on September 27, 2023, at 1:00 p.m. PST. This meeting will be held virtually, and additional information will be available at the following webpage: <https://www.co.benton.or.us/rfps>

RFP responses shall be sealed and marked plainly as “Benton County Sustainable Materials Management Plan Proposal”, and submitted to Benton County Community Development Department, Attention: Daniel Redick, Solid Waste and Water Quality Program Coordinator, 4500 SW Research Way, Corvallis, Oregon 97333 by **2:00 p.m.** local time on **November 8th, 2023.**

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mailed proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident as that term is defined by Oregon Revised Statute [ORS 279A.120](#).

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission 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.

Dated:  _____ September 8, 2023 _____

By: Darren Nichols, Community Development Department Director

Publish:

Daily Journal of Commerce: September 13, 2023

Corvallis Gazette-Times: September 13, 2023