



Invitation to Bid (ITB)
**FOR THE OPERATION OF
THE COLUMBIA COUNTY HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM FACILITY AT
THE COLUMBIA COUNTY TRANSFER STATION
ITB #C00055-HHW PROG-20**

Date of Issue: August 26, 2020

Closing Date and Time: October 1, 2020, 4:00 pm

Single Point of Contact (SPC): Kathy Boutin-Pasterz

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City, State, Zip	St. Helens, Oregon 97051
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Columbia County Mission

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.

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1. INSTRUCTION TO BIDDERS

1.1 PRE-BID MEETING

Bidders are invited to participate in a virtual Pre-Bid Go To Meeting to be held on Tuesday, September 1, 2020, at 10:00 am. Details to attend the meeting by phone or computer are below:

Pre-bid Meeting for HHW Collection ITB
Tue, Sep 1, 2020 10:00 AM - 11:00 AM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/ColumbiaCo-MB/pre-bid-meeting-for-hhw-collection-itb>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 984-284-901

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/984284901>

Any statements at the meeting by County representatives are not binding on the County unless confirmed by written addendum.

1.2 TIME AND PLACE OF RECEIVING AND OPENING BIDS

Columbia County, Oregon, will receive Bids for the Operation of the Columbia County Hazardous Household Waste Collection Events. Bids will be received at Columbia County Public Works until 4:00 pm, October 1, 2020, when they will be publicly opened. Columbia County Public Works Department, is located at 1054 Oregon Street, St Helens, Oregon. All Bids must be sealed in envelopes and addressed to:

Kathleen Boutin-Pasterz
Columbia County Public Works
1054 Oregon Street
St Helens, Oregon 97051

1.3 FORM OF BID

All Bids are to be written or typed on the Bid Form contained in Exhibit B below. The Bid Form is subject to, and incorporates by reference, all of the contract documents for this project. Bids must be signed by an authorized representative of the Bidder in Exhibit A below and must be presented in sealed envelopes to the Public Works Department for Columbia County, Oregon by or before the time stated. The sealed envelope shall be marked with the words "Operation of the Household Hazardous Waste Collection Program Facility at the Columbia County Transfer Station Bid" or equivalent. Bidders shall fill in all required information on the Bid Form.

Bidders must submit one (1) original copy of the Bid and a digital copy on a USB drive. No faxed Bids will be accepted.

To obtain a copy of the Invitation to Bid, or for questions on the Invitation to Bid, please go to ORPIN at <https://orpin.oregon.gov/open.dll/welcome> or the County's website at <https://www.columbiacountyor.gov/Bids>, or you may contact the SPC at:

Kathleen Boutin-Pasterz
Columbia County Public Works
1054 Oregon Street
St Helens, Oregon 97051
(503) 397-7259
Kathleen.Boutin-Pasterz@columbiacountyor.gov

Questions regarding the ITB should be submitted no later than September 4, 2020. Questions will be answered and posted on ORPIN and the County's website as soon as possible thereafter.

Bids must be made on the Bid Form, and in accordance with the Instructions to Bidder and the General Specifications furnished by Columbia County in this Invitation to Bid. A copy of the Bid Form is attached hereto. The Bid is subject to and incorporates by reference all of the Contract Documents for this project. An award, if made, will be made to the lowest-priced responsible Bidder. Columbia County reserves the right to accept or reject any and all Bids.

Bids received after the opening time will be returned unopened.

1.4 SITE INSPECTION

Before submitting a Bid, each Bidder is encouraged to inspect the area(s) of the proposed service to arrive at a clear understanding of the conditions under which the work is to be done.

1.5 PRICES

The Bidders shall submit unit prices as indicated on the Bid Form. Bid prices will be used for the purposes of comparison and evaluation of Bids.

1.6 MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date set for Bid closing, Bids may be modified or withdrawn only by written notice to Kathleen Boutin-Pasterz at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder; it shall be so worded as not to reveal the amount of the original Bid. The notice shall be contained in an envelope marked with the words: "Operation of the Household Hazardous Waste Collection Program Facility at the Columbia County Transfer Station Bid" and "Bid Withdrawal" or "Bid Modification", as the case may be. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid.

A Bidder's request for withdrawal or modification of a Bid received after Closing is late. The County will not consider late Bids, withdrawals, or modifications

1.7 ADDENDA

1.7.1 Form and Distribution. Any supplement, interpretation, correction or change to this Invitation to Bid will be made by written addendum and will be posted on ORPIN at <https://orpin.oregon.gov/open.dll/welcome>, and on the County's website at <https://www.columbiacountyor.gov/Bids>. Supplements, interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such supplements, interpretations, corrections or changes. Bidders shall acknowledge receipt of all addenda issued, either with the Bid or separately prior to Bid opening.

1.7.2 Timeline. Addenda shall be issued within a reasonable time to allow prospective Bidders to consider them in preparing their Bids. The County may extend the Closing if the County determines prospective Bidders need additional time to review or respond to Addenda. Except to the extent required by public interest, the County shall not issue Addenda less than 72 hours before the Closing unless the Addendum extends the Closing.

1.8 PRE-AWARD COSTS

This Invitation to Bid does not commit Columbia County to pay any costs incurred or associated with the development, preparation, review, submission, and/or presentation of the Bids submitted by the Bidder. All costs incurred by the Bidder in responding to this request are the responsibility of the Bidder.

1.9 REJECTION/CANCELLATION

Columbia County may cancel this procurement or reject any or all Bids in accordance with ORS 279B.100 if the County finds that the Bidder is not a responsible Bidder. A Bid may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The County reserves the right to reject any or all Bids for any reason and to waive any minor informalities as may be deemed best for the interests of Columbia County.

1.10 INSURANCE

Columbia County shall require that the Contractor obtain and maintain the minimum amounts of coverage in full force and effect for as long as is necessary to fund the Contractors indemnification and defense obligation. Provided in the Appendix of this Invitation to Bid, is the Insurance Checklist identifying coverages required with limits.

The Bidder shall submit with the Bid evidence of insurance as listed on the Insurance Checklist provided in the Appendix.

1.11 INFORMATION NOT GUARANTEED

Information given in the Invitation to Bid relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the Bidder, and the Bidder should use his/her own judgment and prerogatives in evaluating, checking and verifying the information provided.

1.12 RIGHT TO INSPECT

Columbia County reserves the right to inspect the disposal site before and after award of the Contract and to employ or assign an authorized representative to inspect the work performed or being performed by the successful Bidder.

1.13 EVALUATION CRITERIA

All Bids submitted on time will be reviewed and considered for conformance with the requirements set forth herein, including criteria for determining responsibility.

Agency shall award the Contract to the lowest priced Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in this ITB.

Contractor shall meet the highest standards prevalent in the industry.

1.14 NOTICE OF INTENT TO AWARD

Once the County has selected the successful Bidder, the County will provide to all Bidders who submitted a Bid in response to the Invitation to Bid a Notice of Intent to Award the contract. The notice shall be provided to Bidders at least seven (7) days before the award of a contract, unless the County determines that 7 days is impractical in accordance with ORS 279A.065.

1.15 PROTEST PROCEDURES

All protests of the solicitation or selection process are limited to the following issues and filing times:

1.15.1 Solicitation protest: Unless a different deadline is specified in these solicitation documents, Bidders may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the County no later than **seven (7)** calendar days prior to the closing deadline. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. The County will consider a protest that is timely filed and contains the following:

- (1) Sufficient information to identify the solicitation that is the source of the protest;
- (2) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- (3) Evidence or supporting documentation that supports the grounds on which the protest is based;
- (4) The relief sought; and
- (5) A statement of the desired changes to the procurement process or Solicitation Document that the Bidder believes will remedy the conditions on which the Bidder based its protest.

1.152 Selection protest: Every Bidder who submits a Bid in response to the Invitation to Bid shall be provided a copy of the Notice of Intent to Award a contract. Unless a different deadline is specified in the Invitation to Bid, a Bidder who has submitted a Bid and claims to have been adversely affected or aggrieved by the selection of a competing Bidder, shall have seven (7) calendar days after receiving the notice of intent to award to file a written protest of the selection with the County. A protest must establish that protester is adversely affected or aggrieved, *i.e.*, the protester would be eligible to be awarded the public contract in the event that the protest were successful, and:

- (1) All lower priced Bids are non-responsive;
- (2) The County has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in the solicitation materials;
- (3) The County abused its discretion in rejecting the Bid as non-responsive;
or
- (4) The County's evaluation of Bids or its subsequent determination of award is otherwise in violation of County ordinance, ORS 279A or 279B.

1.153 Disposition. The County shall have the authority to settle or resolve a written protest submitted in accordance with this section and the County's Personal Services Contracting Rules. The County shall promptly issue a written decision on the protest.

Any protest received after the deadlines described above shall not be considered.

2. GENERAL SPECIFICATIONS

2.1 BACKGROUND

In FY 2020, Columbia County (County) will hold four collection events per year for household hazardous waste at the County Household Hazardous Waste (HHW) Facility at the Columbia County Transfer Station site in St. Helens and three remote events, one per year in each of the cities of Clatskanie, Vernonia, and Rainier. These events have been well attended and successful in the past. The number of events may be adjusted from year to year depending upon the availability of funding.

The HHW facility provides a location where households will be able to drop off those materials for proper handling, packing, storage and transportation prior to final disposition. Businesses that generate conditionally exempt small quantities of hazardous materials will receive services by scheduling appointments with the Contractor for HHW handling, packing, storage, transportation and disposal at the HHW facility outside of hours scheduled for household hazardous waste events.

The Transfer Station operator is responsible for operation of the Transfer Station complex, waste transfer and disposal of waste to an approved Subtitle D landfill that is permitted by the Oregon Department of Environmental Quality (ODEQ) except for the HHW collection facility. The HHW operator, in cooperation with the Transfer Station operator, will staff the HHW collection, storage and transportation of hazardous waste at the HHW Facility in compliance with DEQ requirements, including the approved Operations Plan, and maintain all required records. The HHW operator will also staff annual remote HHW events in the cities of Vernonia, Clatskanie and Rainier.

Bids should include details on materials recovery, storage and hauling techniques, records and controls, operational performance assurance, staffing requirements, project team organization, qualifications of the project team, operations schedule and project operating costs.

2.2 SCOPE OF SERVICES

2.21 OPERATION OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY.

The following types of materials will not be accepted at the HHW facility:

1. Large Quantity and Small Quantity Hazardous Waste Generators (LQG/SQG)
2. Non-Hazardous Waste, except those products accepted by the PaintCare Inc. Oregon program, may be received and bulked for pickup by PaintCare.
3. Infectious Waste
4. Asbestos
5. Explosives
6. Radioactive Material

See enclosed Columbia County HHW Collection Facility Operations Plan for details on prohibited waste.

2.22 HAZARDOUS WASTE PROGRAM.

The County makes available to the citizens of Columbia County a facility to collect hazardous waste and potentially hazardous waste at one central location. The Hazardous Waste Facility is a permanent installation located on site at the Columbia County Transfer Station. The County expects to schedule four collection events per year at the permanent HHW Facility in St. Helens and three remote collection events, one event per year in each of the following cities: Vernonia, Rainier and Clatskanie. Between events, some hazardous materials incidental to the Transfer Station operation may be stored at the facility, until the next collection event.

An Operations Plan of the HHW facility is included in this ITB as Exhibit D. The HHW building is a steel frame building on a concrete slab and provides a covered drive-through area for individuals to drop off materials. All required safety equipment for the building will be provided by the County. The Contractor will be responsible for providing personal protection equipment and other safety equipment for Contractor's personnel.

The Contractor, in cooperation with the County's Solid Waste Administrator, will be responsible for providing necessary annual report information and documentation for the State DEQ permits required for the HHW Facility.

2.23 DAYS AND HOURS OF OPERATION.

The Transfer Station is expected to be open Monday through Saturday all year except January 1, the fourth Thursday of November, and December 25. The daily minimum hours of full-scale operation to receive waste and source-separated recyclable materials shall be

8:00 a.m. to 5:00 p.m., with some exceptions. The HHW collection operations will consist of four annual HHW collection events held in the HHW Building on the Transfer Station site and one annual HHW collection event each in the cities of Clatskanie, Vernonia, and Rainier. Events are typically scheduled on Saturdays between the hours of 8:00 am and 2:00 pm. The exact day of the week and hours of operation are negotiable. The HHW collection events at the Transfer Station site will be coordinated to minimize disruption to the solid waste transfer operation.

All advertising for the facility, as well as signage on the site, will direct the flow of traffic and customer vehicle queuing. Residential customers need not schedule appointments for drop off of household hazardous waste at scheduled events. Businesses that generate conditionally exempt small quantities of hazardous materials (CEGs) will receive services by scheduling appointments with the Contractor for HHW handling, packing, storage, transportation and disposal at the HHW facility outside of hours scheduled for household hazardous waste events. The Contractor will be responsible for the scheduling and management of CEG business customer appointments. Appointment scheduling will be reviewed and approved by the County.

224 PERMITS.

The County shall obtain all licenses, permits and approvals from federal, state, regional and local agencies necessary for the operation of the HHW facility and the three outlying community collection events. The Contractor must cooperate fully in the application and approval process by supplying all information and documentation necessary for securing the permits in a timely manner and at no additional cost to the County. The County shall keep all licenses, HHW collection permits and approvals in force and comply with their terms, including any that may require improvements to the facility or modifications in operating procedures. Any changes that affect the HHW Contractor's operation will be communicated from the County to the Contractor. The Contractor shall comply with and complete any mitigation measures or operating conditions as stipulated in all permits.

The Contractor shall, at all times, provide vehicles, packaging, personal protection equipment and all other equipment sufficient to perform the work required in a safe and efficient manner. The equipment must be suitable in design and construction for safe handling, collection and transport of hazardous waste. Equipment shall comply with all applicable laws and regulations and shall meet safe operating standards. Only equipment necessary for the operation of the HHW Facility may be stored on the property. The Contractor may propose the purchase of specialized fixed equipment that will save money for the County. The County may participate in the purchase of such equipment if such purchase will be economically advantageous.

If the Transfer Station operator is also a company which performs off-site transportation, the equipment used in the company's transport operations may not be stored on the HHW site within the Transfer Station facility.

225 PERSONNEL AND STAFFING.

The Contractor shall employ certified and qualified personnel at all collection events, including but not limited to one (1) site supervisor/chemist and five (5) special waste

technicians at the collection facility, and a minimum of one (1) site supervisor/chemist and two (2) special waste technicians at the outlying collection events. In addition, Contractor shall employ certified drivers or transportation contractors, qualified maintenance personnel, supervisory personnel, clerical personnel, laborers and other personnel in sufficient numbers for the collection events, and shall maintain documentation and adhere to retention of records required by state and federal regulatory agencies.

Contractor shall comply with all federal and state wage and hour laws, rules and regulations, including, without limitation, the overtime provisions set forth in ORS 279B.020.

226 OTHER OPERATING PROCEDURES AND STANDARDS.

The Contractor shall conduct its operations in accordance with the procedures and standards required by the Oregon Department of Environmental Quality (DEQ) and as stated in the HHW facility Operations Plan.

227 TURNAROUND TIME OF WASTE COLLECTION.

The Contractor shall operate the collection events to achieve the most efficient turnaround time for drop off of HHW materials. All waste received at each event should be packed and shipped from the location of the event and at the end of the collection day.

Bidders need to be able to service approximately 300 vehicles (50-60/hour) at each event at the Columbia County Transfer Station and approximately 100 vehicles (25/hour) at the three outlying events.

228 TRANSPORTATION OF HAZARDOUS WASTE FOR DISPOSAL.

The Contractor must transport and deliver all hazardous waste materials to approved and licensed disposal or recycling facilities. Hazardous waste will include all hazardous waste collected during the HHW collection event as well as any hazardous waste diverted from the Transfer Station by the Transfer Station operator and stored in the HHW facility between events.

The routes that Contractor's vehicles travel for transport and delivery must be selected to minimize inconvenience and disturbance to the neighborhood around the Transfer Station, including other local industries and their respective traffic flows.

The Contractor must prevent hazardous waste materials from being spilled or scattered during transport. All transfer trailers shall be enclosed or have other appropriate covering to prevent spillage. If any hazardous waste is spilled, the Contractor shall immediately clean up all spilled materials in a manner approved by DEQ and local fire codes and shall report such spills immediately to the County, DEQ and the local fire district, whether the spill occurs on private or public property. Any spilled hazardous wastes or materials will be considered generated as a new waste by the Contractor and no costs for clean-up of spilled materials will be billed to County

2.3 INTENT AND PURPOSE

Columbia County intends to contract for the above services and is requesting Bids for:

All costs associated with each HHW event, including the cost for mobilization, transportation and disposal.

The successful Bidder will be expected to enter into a Contract with the County for a period of five (5) years with one three (3) year renewal option to be exercised by Columbia County upon a minimum of 90 days advance notice to the Contractor. Submission of a Bid will constitute the Bidder's agreement to enter into the County's form of contract, a sample of which is included in this Invitation to Bid.

231 DETERMINATION OF RESPONSIBILITY

Bidders are required to demonstrate their ability to perform satisfactorily under a contract. Before awarding a contract, the County must have information that indicates that the Bidder meets the standards of responsibility. At a minimum, each Bidder must include the following information to demonstrate Bidder responsibility:

1. A description of services to be provided which demonstrates an understanding of the Scope of Services required. This description should include the equipment requirements necessary to provide the services.
2. Demonstration that the Bidder has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities.
3. Demonstration that the Bidder has the necessary qualifications, licenses, permits and experience to transport and/or dispose of hazardous waste in the State of Oregon.
4. Provide a list of at least four similar operations, which your company has managed, using the same local or regional management group. For each operation explain the services provided and what innovative ideas, if any, were incorporated into the operating plan. Provide the name, position, title and telephone number of a person from each client organization who could be contacted as a reference.
5. A list of subcontractors, if any, used to perform services.
6. Demonstration that the Bidder has a satisfactory record of integrity. In evaluating a Bidder's record of integrity, the County may consider, among other things, whether the Bidder has violated environmental laws or made false certifications to a contracting agency.

7. Demonstration that the Bidder is legally qualified to contract with the County.
8. All necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the County concerning responsibility, the County will base the determination of responsibility upon any available information, or may find the Bidder “Not Responsible.”

2.4 ASSIGNMENT OR SUBLETTING

Neither the Contract nor any of the payments to become due under it shall be assigned in whole or in part by the Contractor, nor shall any part of the work be sublet by the Contractor, without the prior written consent of the County and such consent shall not relieve the Contractor from full responsibility and liability for the work and for the due performance of all terms and conditions of the Contract.

2.5 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits required by Columbia County and the State of Oregon, and promptly pay all taxes required by the federal, state and/or county authorities.

2.6 PERFORMANCE BOND

Within 30 days of notice of award of the Contract under this Invitation to Bid, the Contractor shall procure, at its own expense, and keep in effect at all times during the term of this Contract, a surety bond in the amount of \$100,000 in favor of Columbia County and executed by a corporate surety authorized to conduct business as a surety in the State of Oregon. All Bids must contain a statement of the Bidder’s willingness to furnish such security.

2.7 INSURANCE

Provide evidence of insurability or actual coverage for the minimum requirements as set forth in the Sample Contract, and as may be required by law.

2.8 COST PROPOSAL (BID FORM)

Prices quoted on the attached Bid Form (Attachment B) shall remain Firm for 120 days from bid closing.

2.9 CONTRACT TERMS

After Bids are opened and a determination is made that a Contract is to be awarded, the County shall award the Contract to the responsible Bidder with the lowest bid. The Contract will be awarded as a whole to one Bidder. The Contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Bid and this Invitation to Bid. The Contract will be delivered or made available to the successful Bidder for execution. Both copies of the Contract shall be signed by the Contractor and returned to the County within ten (10) calendar days of mailing, along with the required

Certificates of Insurance and performance bond for final approval, dating and execution by the County. The Contract will not be effective until finally approved, dated and executed by the County. After execution by the County, an originally signed copy of the Contract will be delivered or made available to the Contractor and the Bid security, if any, will be returned. Submission of a Bid indicates the Bidder's agreement to enter into the County's form of contract, a sample of which is attached hereto and incorporated herein.

2.10 RESIDENT BIDDER

Bidder shall identify whether it is a "Resident Bidder" as defined in ORS 279A.120(1).

2.11 NONDISCRIMINATION

Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this ITB, and if awarded, subsequent Contract

Contractor shall certify that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

2.12 INDEMNITY

Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the contractor and subcontractor from and against any and all Claims.

**ATTACHMENT A
COMPANY AFFIDAVIT**

The affiant states with respect to this Bid to Columbia County, Oregon:

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the Invitation to Bid and this Bid, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this Bid, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the Bid process.

I further recognize that Columbia County reserves the right to make its award for any reason considered advantageous to Columbia County.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Type of business organization (For example: corporation, LLC, partnership, proprietorship)

Address _____

ATTACHMENT B

BID FORM

See separate Excel spreadsheet – Spreadsheet will self-calculate if total columns are not altered

ATTACHMENT C - BID RESPONSE CHECKLIST

Determination of Responsibility

Current Business License

Performance Bond Statement

Company Affidavit

Bid Form

ATTACHMENT D – OPERATIONS PLAN

See separate PDF File

APPENDIX

SAMPLE CONTRACT

AGREEMENT FOR THE OPERATION OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY BY AND BETWEEN COLUMBIA COUNTY AND [CONTRACTOR NAME].

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and [CONTRACTOR NAME], its affiliates and subsidiaries, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the efficient and orderly collection, transportation and disposal of Household Hazardous Waste is an essential component of public health and safety; and

WHEREAS, ORS 459.085 authorizes the County to regulate Solid Waste, including Household Hazardous Waste; and

WHEREAS, the County finds that a Household Hazardous Waste Facility located on the Columbia County Transfer Station site provides a convenient location to serve local jurisdictions as set forth in the Columbia County Solid Waste Management Plan; and

WHEREAS, the County also finds that due to the distance between the Transfer Station and the Vernonia, Rainier and Clatskanie communities, holding Household Hazardous Waste collection events in Vernonia, Rainier and Clatskanie would encourage proper disposal of such waste; and

WHEREAS, the County and its cities have executed an Intergovernmental Agreement to implement and operate a countywide solid waste system which authorizes the County to operate a countywide transfer station and disposal system; and

WHEREAS, the County operates a Solid Waste Transfer Station (hereinafter referred to as the "Transfer Station") on 6.32 acres of County property located at 36525 Railroad Avenue, St. Helens, Oregon; and

WHEREAS, Contractor desires to operate the Household Hazardous Waste Facility and collection events in Vernonia, Rainier and Clatskanie in conformance with Contractor's Bid dated [DATE], and in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained, herein, the Parties hereto agree as follows:

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

CONTRACT DOCUMENTS. This Agreement shall include the following documents, which are attached hereto and incorporated herein by this reference:

EXHIBIT A: Contractor's Bid

SAMPLE CONTRACT

EXHIBIT B: Invitation to Bid

EXHIBIT C: Columbia County Household Hazardous Waste Collection Facility Operations Plan

- I. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the following meanings:
- A. “DEQ” shall mean the Oregon Department of Environmental Quality.
 - B. “Disposal Fee” means the amount payable for disposal of Household Hazardous Waste.
 - C. “Disposal Site” shall mean a legally permitted hazardous waste disposal facility approved by the County.
 - D. “Environmental Laws” means all federal and state statutes, rules and regulations and local laws, rules and regulations concerning public health, safety and the environment, including but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C Section 6901; the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Clean Water Act, 33 U.S.C Section 1351 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C Section 1101 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C Section 651 *et seq.*
 - E. “Event” shall mean a periodic Household Hazardous Waste event at the Columbia County Transfer Station Household Hazardous Waste Facility or other Household Hazardous Waste event authorized by this Agreement.
 - F. “Facility” shall mean “Transfer Station Household Hazardous Waste Facility” as defined, below.
 - G. “Force Majeure” shall mean acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances (except strikes and lockout disturbances involving Contractor’s employees, affiliates and affiliates’ employees), acts of the public enemy, wars, blockades, public riots, explosions, materials or equipment shortage (but not including a shortage of solid waste), or damage to or destruction of the Transfer Station as a result of events described herein or other similar causes which are not reasonably within the control of the Contractor. A Force Majeure event shall not include damage to or destruction of the Transfer Station when the damage or destruction is caused by any of the following events: operational error, design defects in the facilities, lack of preventative maintenance or careless or improper operation. A Force Majeure event shall not include events that could have been avoided if Contractor took reasonable precautions to avoid being affected.
 - H. “Hazardous Waste” shall have the meaning set forth in ORS Chapter 466 or any successor thereto, and/or any matter that is required to be accompanied by a written manifest or shipping document describing the waste as a “hazardous waste” or “dangerous waste”, pursuant to any state or federal law including, but not limited to, the Resource Conservation

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and Recovery Act, 42 U.S.C., Section 6901, *et seq.*, and the Hazardous Waste Management Act, ORS Chapter 466, as amended, and the regulations promulgated thereunder.

- I. “Household Hazardous Waste” shall have the meaning set forth in 40 CFR Section 261.5 and ORS Chapter 459, or any successor thereto.
 - J. “Processing” means reduction, separation, recovery, and conversion.
 - K. “Rate Schedule” shall mean the schedule of rates, if any, to be charged by Contractor to persons delivering Household Hazardous Waste during an Event, which schedule shall be set by the County and amended from time to time in accordance with the terms and provisions of this Agreement. The initial rates are attached hereto as Attachment 1, and are incorporated herein by this reference.
 - L. “Recyclable Materials” shall mean material that still has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or functions(s), and that can be reused, recycled, or composted for the same or other purpose(s).
 - M. “Small Quantity Generator Waste” shall have the meaning set forth in 40 CFR Section 261.5.
 - N. “Transfer Station” shall mean the Columbia County Transfer Station and Recycling Center owned by Columbia County.
 - O. “Transfer Station Household Hazardous Waste Facility (the “Facility”)” shall mean the building located on the Transfer Station Premises dedicated for use as the Transfer Station Household Hazardous Waste Facility.
 - P. “Transfer Station Premises” shall mean the Columbia County Transfer Station and Recycling Center located at 36525 Railroad Avenue, St. Helens, Oregon, including, approximately 6.32 acres, and the buildings located thereon.
- II. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date that the Agreement is fully executed.
- III. TERM. The Term of this Agreement shall be five (5) years from the Effective Date. The County may, in its sole discretion, extend the Term of this Agreement for up to three (3) additional years by delivering to Contractor a written notice, at least 90 days in advance of the expiration of the initial Term, stating that the County elects to extend the Term and specifying the length of the extension.
- IV. CONDITIONS PRECEDENT. The County’s obligation to perform under this Agreement after the Effective Date is conditioned upon the following conditions precedent, which may be waived in whole or in part by the County in writing:

Bonds and Insurance. Contractor has furnished a Performance Bond the certificate(s) of insurance required by Section XI(E).

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In the event that any condition precedent is not satisfied or waived by the Effective Date, this Agreement shall be voidable by the County and shall have no further force or effect upon mailing of written notice of the County's intent to void the Agreement.

- V. LICENSE. County hereby grants to Contractor a License to enter onto the Transfer Station Premises during Transfer Station operating hours, for the purpose of operating the Household Hazardous Waste Facility according to the terms of this Agreement. The License shall be in effect during the Term of this Agreement and any extension thereof and shall automatically be revoked upon the expiration or termination of this Agreement.

Any fixtures affixed during the term of the License shall remain the property of the County.

- A. Upon expiration or termination of this Agreement, Contractor shall remove all furnishings, furniture, and other personal property belonging to Contractor. If Contractor fails to do so, Contractor will be deemed to have abandoned the property and the County may retain the property and all rights of the Contractor with respect to it will cease, or, by notice in writing given to Contractor within twenty (20) days after removal was required, the County may elect to hold Contractor to its obligation of removal. If the County elects to require the Contractor to remove, the County may effect a removal and place the property in public storage for Contractor's account. Contractor will be liable to the County for the cost of removal, transportation to storage, storage costs, and interest at the legal rate on all such expenses from the date of expenditure by the County.
- B. Failure of Contractor to remove furniture, furnishings, or other personal property that Contractor is required to remove under this Agreement will constitute a failure to vacate, entitling the County to damages if such failure interferes with the occupancy of the Premises by the County or the County's contractor.
- C. Contractor acknowledges and hereby grants its consent to a License that the County has granted to Waste Connections, Inc. (dba Hudson's Garbage Service), the County's Solid Waste Transfer Station Contractor, to enter onto the Transfer Station Premises. Waste Connections, Inc. may from time to time enter into the Facility for any and all purposes authorized by the Transfer Station operations agreement with Waste Connections, Inc.
- D. Use of the Facility for political campaign purposes is prohibited.
- VI. CONTRACTOR'S SERVICES. Contractor agrees to provide the Household Hazardous Waste services described in the Contractor's Bid, a copy of which is attached hereto, labeled Exhibit "A" and is incorporated herein by this reference, and the Invitation to Bid, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference. In case of conflict between the Invitation to Bid, Contractor's Bid, and this Agreement, the Invitation to Bid shall control over Contractor's Bid and this Agreement shall control over the Invitation to Bid and Contractor's Bid. At a minimum, Contractor shall provide the following services during each Event:
- A. Contractor shall receive and accept only Household Hazardous Waste ("Waste") at the Facility, or other approved Event site. Without limiting the generality of the foregoing statement, the following specific types of waste may not be received or accepted at the Facility or other Approved Event site:

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1. Large Quantity and Small Quantity Hazardous Waste Generators;
 2. Non-Hazardous Waste except that products accepted by the PaintCare paint recycling and disposal program may be received and bulked for pickup by PaintCare;
 3. Infectious Waste;
 4. Asbestos;
 5. Explosives;
 6. Radioactive Material.
- B. Contractor shall comply with the Columbia County Household Hazardous Waste Operations Plan which is attached as Exhibit “C”, and is incorporated herein by this reference.
- C. Days and Hours of Operation. (Specific Days and Hours of operation are negotiable.) Contractor shall coordinate Events with the County’s Transfer Station operator, currently Waste Connections, to minimize disruption to the solid waste operations.
- D. For Events at the Facility, residential customers shall not be required to make appointments with the Contractor for delivery of Waste. Businesses that generate conditionally exempt small quantities of hazardous materials shall be required to schedule appointments with the Contractor for HHW handling, packing, storage, transportation and disposal at the HHW facility outside of hours scheduled for household hazardous waste events.
- E. Contractor shall employ certified and qualified personnel at all collection Events, including but not limited to one (1) site supervisor/chemist and five (5) special waste technicians at the Facility, and one (1) site supervisor/chemist and two (2) special waste technicians at other Events. In addition, Contractor shall employ certified drivers or transportation contractors, qualified maintenance personnel, supervisory personnel, clerical personnel, laborers and other personnel in sufficient numbers for the collection Events, and documentation and retention of records required by state and federal regulatory agencies.
- F. Hazardous Waste Rules and Regulations. Contractor shall operate the Facility and shall run all Events in accordance with all DEQ collection, processing and disposal procedures, rules and regulations.
- G. Facility and Premises Maintenance and Repair. Waste Connections, Inc. shall be responsible for routine maintenance and repair of the Facility, and Grounds. Contractor shall be liable for all damage to the Transfer Station Premises and Facility caused by the negligent acts or willful misconduct of Contractor’s officers, agents or employees. Any and all damage to the Transfer Station Premises or Facility shall be reported to the County as soon as reasonably possible. Contractor shall be responsible for maintenance and repair of equipment, whether fixed, or mobile, necessary to move, load, and transport Waste from the Facility. Contractor shall maintain the cleanliness of the Facility.
- H. Contractor shall operate each Event in an efficient manner. All Waste received shall be packed and shipped from the Facility at the end of the day of the Event, unless other arrangements are approved by the County.

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- I. Transportation. Contractor shall transport and deliver to one or more approved and licensed disposal or recycling facilities, all Waste received during an Event, and all Waste stored at the Facility by Waste Connections, Inc. Contractor shall transport such materials along routes which shall be selected to minimize inconvenience and disturbance to the neighborhood and the Transfer Station, including other local industrial activities and their respective traffic flows. Contractor shall prevent Waste from being spilled or scattered during transport. All transfer trailers shall be enclosed or have other appropriate covering to prevent spillage. If any Waste is spilled, Contractor shall immediately clean up all spilled materials in a manner approved by DEQ and local fire codes and shall report such spills immediately to the County, DEQ and the local fire district, whether the spill occurs on private or public property. The County shall not be liable or responsible for the costs to clean up any spilled Waste.

- J. Disposal. Contractor shall transport all Waste to an authorized disposal site, and shall pay all disposal fees at Contractor's sole cost and expense and shall keep records of all such disposal fees.

VII. OPERATING FEES.

- A. County shall pay Contractor a fixed mobilization fee of \$_____ per event for Household Hazardous Waste Events at the Columbia County Transfer Station in St Helens and a fixed mobilization fee of \$_____ per event for Household Hazardous Waste Events held in the cities of Clatskanie, Rainier and Vernonia plus per unit fees for Waste collected during each Event as set forth in Contractor's Bid Exhibit "A", which is attached hereto and is incorporated herein by this reference, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee may vary with the approval of the Solid Waste Administrator based on the volume and nature of the materials received. Payment shall be made monthly based upon invoices submitted by Contractor after approval of said invoices by County. The Contractor may request and the County may approve changes to the rate annually upon satisfactory documentation of change in operating expenses. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section XI(F) of this Agreement.

- B. Within two (2) weeks after each Event, Contractor shall submit to the County an invoice for actual costs to transport and dispose of Waste and the lump sum fee. The invoice shall be accompanied by a report providing the following information on each delivery: date and time, vehicle identification number, destination, quantity (gross weight, volume, number of items, etc.) for each delivery. County agrees to pay Contractor within thirty (30) days of receipt of the invoice.

VIII. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- A. Services. Contractor represents and warrants that Contractor will efficiently operate the Facility and all Events and will provide the highest quality of services to both private and public customers.

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- B. Corporate Status. Contractor warrants that Contractor is a corporation duly organized in good standing under the laws of the State of Oregon, and is qualified to do business in the State of Oregon. Further, Contractor has the corporate power to provide the services required under this Agreement.
- C. Corporate Authorization. Contractor warrants that Contractor has taken all necessary actions as required by law, articles of incorporation, bylaws or otherwise to authorize the execution of this Agreement. Contractor warrants that the person signing this Agreement on behalf of Contractor has the authority to do so.
- D. Statements and Information in Proposal. Contractor warrants that Contractor's proposal, and information provided therein, is complete and accurate. Contractor further warrants that the Proposal neither contains any untrue statements of material fact nor omits any material fact necessary in order to make the statements made not misleading. Contractor acknowledges that the County is relying on Contractor's representations set forth, above.

IX. DEFAULT AND REMEDIES

- A. Events of Default. Each of the following shall constitute an event of default:
 - 1. Contractor fails to perform its obligations under this Agreement, or any present or future supplement of this Agreement, and except as otherwise stated herein, fails to cure such breach within thirty (30) days of receiving notice from the County specifying the breach, provided, however, that if the breach is such that it will reasonably require more than thirty (30) days to cure, the Contractor shall not be in default if Contractor immediately commences and diligently proceeds to complete the cure. Contractor shall immediately cure any default upon receiving notice from the County if such default endangers the health, welfare or safety of the public, and for events of default listed below.
 - 2. There is a seizure or attachment of, or levy on, the Transfer Station Operating Equipment owned by Contractor.
 - 3. Contractor terminates or suspends acceptance of Waste during one (1) or more Event for any reason, including but not limited to, labor unrest including strike, work stoppage or slowdown, sickout, and picketing, except when such termination or suspension is a result of a Force Majeure event. In the case of a Force Majeure event, Contractor shall notify the County in writing within five (5) days after the Force Majeure event. The notice shall specify the nature of the event, the expected length of time Contractor expects to be prevented from performing, and the steps that Contractor intends to take to restore its ability to perform. Contractor shall use its best efforts to remedy its inability to perform as quickly as possible.
 - 4. Contractor files a voluntary case for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or if Contractor consents to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Contractor for any part of Contractor's operating assets or any substantial part of

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Contractor's property, or if Contractor makes any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing.

5. A court having jurisdiction enters a decree or order for relief against Contractor in any involuntary case brought before any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect. Or, if Contractor consents or fails to oppose any such proceeding, or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Contractor.
6. The Contractor's ability to perform is prevented or materially interfered with by a change in permit or law.
7. The Contractor accepts or receives unacceptable Household Hazardous Waste during an Event without approval of an authorized County representative.
8. There is either an on-site or off-site release of Hazardous Waste received or accepted at the Facility or other Event site.

B. Remedies Upon Default.

1. Suspension/Termination. Upon any Contractor Default, the County may suspend or terminate this Agreement, in whole or in part. Such suspension or termination shall be effective, upon delivery of written notice to Contractor or at such later date as may be established by the County. Notice shall be given in writing by the County's representative. Contractor shall continue to perform any portion of the Agreement not suspended or terminated.
2. Right to Perform. If the County suspends or terminates this Agreement the County shall have the right to perform and complete, by contract or otherwise, the work herein or such part thereof as it may deem necessary.
3. License. Upon termination or suspension of this Agreement, Contractor shall no longer be permitted to occupy or utilize the Facility, or portions thereof, and shall immediately vacate the premises unless arrangements to occupy the premises are made prior to the termination or suspension date.
4. Remedies Not Exclusive. The County's right to cure, and to suspend or terminate this Agreement are not exclusive. The County's exercise of one such right shall not preclude the pursuit of other remedies in law or in equity, for damages or otherwise.

X. CONTRACT REPRESENTATIVES. Contract representatives for this Agreement shall be:

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COUNTY

CONTRACTOR

Kathy Boutin-Pasterz, Solid Waste Coordinator
Columbia County
1054 Oregon Street
St. Helens, Oregon 97051
503-397-7259

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

XI. MISCELLANEOUS

A. Permits - Licenses.

1. This County shall obtain the licenses, permits and other approvals from federal, state and local agencies as may be necessary to operate the Facility and the other Events.
2. The County shall keep all licenses, permits and approvals in full force and effect and shall comply with their terms. Contractor shall comply with the terms of all such permits.
3. Contractor shall cooperate fully in the application and approval process by supplying all information and documentation necessary for securing the permits in a timely manner and at no additional cost to the County.

B. Equipment. Contractor shall at all times provide sufficient vehicles and equipment, packaging, personal protection equipment and all other equipment sufficient to perform the work required by this Agreement in a safe and efficient manner. Equipment must be suitable in design and construction for heavy-duty service at a solid waste transfer station, shall comply with all applicable laws and regulations and shall meet safe operating standards. All vehicles and other equipment shall be in good operating order.

C. Personnel. Contractor shall employ the personnel necessary to perform the services under this Agreement, including but not limited to: certified and qualified chemists and waste technicians, certified and qualified drivers or transportation contractors, qualified maintenance personnel, supervisory personnel, clerical personnel, laborers and other personnel in sufficient numbers for the collection events, and documentation and retention of records required by state and federal regulatory agencies. Contractor shall comply with all Federal and state wage and hour laws, rules and regulations, including, without limitation, the overtime provisions set forth in ORS 279B.020.

D. Title to Waste. Title to Waste shall immediately pass to Contractor once it has been accepted at the Facility or other Event site pursuant to the procedures contained in the specifications in this Agreement and the Operating Plan. Upon discovery of Unacceptable

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Waste other than recoverable materials, title to such Waste shall immediately revert to the original generator/transporter, if identifiable. Contractor shall be liable for all Unacceptable Waste received or accepted at the Facility or other Event site without approval of an authorized County representative. The County shall not be deemed to own or hold title to any Waste received or accepted by Contractor.

E. INDEMNITY, INSURANCE, BONDING.

1. Indemnification. Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding, or suit of any and every kind and description arising directly or indirectly from Contractor's performance or failure to perform its obligations under this Agreement, any acts or omissions of Contractor, its officers, agents or employees, subcontractors of any tier, and servants, or the failure of Contractor, its officers, employees, subcontractors of any tier, agents or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders and all other legal requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities. However, Contractor shall not be required to indemnify the County to the extent that the claim arises out of the sole negligence or intentional misconduct of the County, its officers, agents or employees. Contractor's duty to defend hereunder shall survive the expiration or other termination of this Agreement.

2. Insurance. Contractor shall, at its own cost and expense, procure from an insurance company or companies licensed in the state of Oregon and shall maintain in full force and effect at all times during the Term of this Agreement, and any extension thereof, the following minimum amounts of insurance:
 - a. Workers' Compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the state of Oregon. Contractor shall maintain Employer's Liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident or disease.

 - b. Comprehensive General Liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. This shall cover all claims and legal liability for personal injury, bodily injury, death and property damage, including the loss of use from or occasioned in any way, directly or indirectly by, the Contractor's performance or its failure to perform services under this Agreement. Coverage shall include premises operations; independent contractor's protective; products and completed operations protecting against possible liability.

 - c. Environmental Impairment Liability insurance in the amount of Three Million Dollars (\$3,000,000) covering liability arising from the release of pollution on the Transfer Station Premises, or off-site and during

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transportation or at non-County owned Waste disposal, recycling or processing sites.

- d. Comprehensive (fire, theft, and collision) Physical Damage insurance covering the vehicles and equipment and buildings and grounds used to provide service to the County under this Agreement with a deductible or self-insured retention not greater than Twenty-five Thousand Dollars (\$25,000).
3. Endorsements. Contractor shall provide an additional insured endorsement naming Columbia County, its officers, agents and employees as additional insureds. Furthermore, the General Comprehensive Liability Policy shall be endorsed as the primary policy for claims arising out of this Agreement. Finally, the Physical Damage Policy shall include a waiver of subrogation against the County and provide for payment to the County for loss of or damage to the Transfer Station Premises, fixtures, buildings and equipment.
 4. Certificates of Insurance. Prior to the Effective Date, Contractor shall submit to the County certificates of insurance for each policy outlined above showing the type and amount of coverage, effective dates and dates of expiration, and all required endorsements. Contractor shall furnish renewal certificates to the County to demonstrate maintenance of the required coverage throughout the Term of this Agreement. Contractor shall notify the County immediately of any modification, cancellation, or non-renewal of any of the required policies.
 5. Subcontracts. In the event that any services provided under this Agreement are subcontracted, Contractor shall require each subcontractor to comply with the insurance requirements of this Agreement.
 6. Performance Bond. Contractor shall procure at its own expense and keep in effect at all times during the term of this Contract a bond securing Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be One Hundred Thousand Dollars (\$100,000). The bond shall be executed by a corporation satisfactory to the County and which is authorized to issue surety bonds in Oregon. Contractor shall file the bond with the County prior to the Effective Date of this Contract.
- F. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
1. If Contractor defaults on its obligations under this Agreement and fails to cure said default as set forth in Section IX, above.
 2. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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3. In the event sufficient funds are not appropriated and/or received by the County for the payment of consideration required to be paid under this Agreement.
4. The County directs the Contractor to cease performing one (1) or more types of services pursuant to Section XI(J), below.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provide by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination. Upon termination, Contractor shall return any unearned Operating Fees which shall be prorated on a daily basis.

- G. Waiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- H. Right to Enter and Inspect. The County shall have the right to observe and inspect all of the Contractor's operations under this Agreement and shall have the right to enter upon the premises at any time and to speak with Contractor's employees in response to inquiries.
- I. Records. Contractor will provide timely and accurate documentation, including copies of shipping manifests, treatment, storage and disposal facility (TSDF) records and certificates of disposal. Original signed copies of shipping manifests must be received by Columbia County within 30 days of manifest shipped date. Certificates of final disposition must be received within (270) days of the date the manifest is shipped.
- J. Right of County to Amend Required Services.
 1. The County may direct the Contractor to cease performing one (1) or more types of services, modify the scope of one (1) or more such services, perform additional solid waste processing services, or modify its performance under any other section of this Agreement. Contractor shall promptly and cooperatively comply with such direction.
 2. If either party believes that the changes described in (1), above, will cause an increase or decrease in the cost of performing the services, an equitable adjustment in the Operating Fee shall be made according to the process set forth in (3), below.
 3. The party that believes the Fee should be adjusted (the "Requesting Party") shall, within thirty (30) calendar days, submit to the other party a proposed adjustment and the parties shall thereafter meet and discuss the matter. The Requesting Party shall provide all relevant schedules, supporting documentation and other financial information requested by the other party necessary to evaluate whether an equitable adjustment is necessary. Within ninety (90) days after the submission of the proposed adjustment, the County will determine the amount of the adjustment, if any, and shall thereafter adjust the Operating Fee accordingly. Any adjustments will be effective as of the date of the change in service. If Contractor is dissatisfied with the County's decision, any dispute shall be mediated.

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- K. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of the County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 2. This Agreement is not intended to entitle Contractor or Contractor's employees to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 3. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, Contractor shall qualify and remain qualified for the Term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain Workers' Compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- L. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
- M. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
1. Contractor shall:

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- a. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
2. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
 3. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279B.235 (3)]
 4. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]
 5. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
 6. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- N. Section Headings. The article and section headings in this Agreement are for reference only and are not intended to be used to construe the terms of this Agreement.
- O. Interpretation. Both parties having participated in the drafting of this Agreement, this Agreement shall not be construed for or against either drafter.

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- P. Amendment. This Agreement may not be modified or amended except in writing signed by all parties.
- Q. Subcontracts. Contractor may not subcontract its obligations under this Agreement without the express written consent of the County. Contractor shall require any such subcontractor to comply with the terms and conditions of this Agreement, unless otherwise specifically stated in the County's written approval.
- R. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Upon the Operation Date, Contractor shall diligently proceed with the work under this Agreement in a timely manner.
- S. Ownership of Documents/Confidentiality.
1. The County owns any documents and/or data prepared and/or compiled by Contractor and required to be delivered to the County pursuant to this Agreement. Notwithstanding the foregoing, Contractor considers the following documents and/or data to be trade secret materials, as defined in ORS 192.501(2), or 616.461(4) (hereinafter referred to as "trade secrets"): [LIST ANY DOCUMENTS HERE]
 2. The County acknowledges that the Contractor faces competition in its business operations, that the Trade Secrets are of a nature that should be kept confidential, and that disclosure of such Trade Secrets may diminish or adversely affect competition in the solid waste business and, as a result, harm the public interest.
 3. When submitting the Trade Secrets, Contractor shall mark such documents as Trade Secrets. Contractor shall clearly and conspicuously stamp the work "Trade Secrets" on each page of documents containing such Trade Secrets. The County shall make a good faith effort to keep all such Trade Secrets separate from its other records and materials. Contractor agrees to hold County harmless for liability under the Uniform Trade Secrets Act (ORS 646.461 to 646.475) for disclosure of documents that are not clearly and conspicuously stamped as required herein.
 4. Subject to the provisions of the Oregon Public Records Law, ORS 192 et seq., or as may otherwise be required by law, the County agrees to treat as confidential and, to the extent permitted by law, to refuse to disclose the clearly marked Trade Secrets. If the County believes it must disclose any such Trade Secrets for any reason it shall advise Contractor sufficiently in advance of making such disclosure to permit Contractor to object to such disclosure or otherwise take appropriate actions to protect its interests.
 5. In the event that the County receives a demand from any person for disclosure of any Trade Secret, the County shall, within a reasonable time, advise Contractor that such demand has been made and provide Contractor with a copy of such demand. Until otherwise ordered by the District Attorney, or a court or agency of competent jurisdiction, the County agrees that, to the extent permitted by law, it shall deny access by any person to any of the Trade Secrets. The Contractor shall

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indemnify, defend, and hold the County harmless against any and all claims arising out of related to the County's refusal to disclose the Trade Secret.

6. In the event that Contractor believes that any document that is required to be submitted to the County pursuant to this Agreements, is exempt from disclosure under the Oregon Public Records Act, but is not a Trade Secret, as listed above, Contractor shall notify the County of such belief, shall clearly mark the documents as directed in (3), above, and shall explain in writing the basis for the exemption claim. In the event the County receives a demand from any person for disclosure of any such information, the County shall, within a reasonable time, advise Contractor that such demand has been made and provide Contractor with a copy of such demand. Until otherwise ordered by the District Attorney, or a court or agency of competent jurisdiction, the County agrees that, to the extent permitted by law, it shall deny access by any person to any of the marked information. Contractor shall indemnify, defend, and hold the County harmless against any and all claims arising out of related to the County's refusal to disclose the information.

- T. Mediation. In the event of a dispute between the Parties arising out of this Agreement, the Parties agree to submit such dispute to a mediator agreed to by both Parties as soon as practicable after the dispute arises, and in any event before commencement of litigation or any permitted arbitration. The Parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

- U. Choice of law. This Agreement shall be governed by the laws of the state of Oregon.

- V. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

- W. Attorney Fees. In the event any action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each Party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

- X. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

- Y. No Third-Party Rights. This Agreement is for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

- Z. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE

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AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVES BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Alex Tardif, Chair

Title: _____

By: _____

Margaret Magruder, Commissioner

Date: _____

By: _____

Henry Heimuller, Commissioner

Approved as to form

Date: _____

By: _____

Office of County Counsel