



COVER PAGE

Department of Public Works

SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES

and

ALTERNATE 1: CO-MINGLED CONSTRUCTION/DEMOLITION DISPOSAL/RECYCLING

Request for Proposals (RFP)

[RFP #C00055-SWTDS-20]

Date of Issue: November 6, 2020

Closing Date and Time: December 10, 2020, 4:00 pm

Single Point of Contact (SPC): LaVena Sullivan, Procurement Specialist

Address:	230 Strand St
City, State, Zip	St. Helens, Oregon 97051
Phone (voice)	503-397-0060 X8428
E-mail:	lavena.sullivan@columbiacountyor.gov

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.

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SCHEDULE.....	3
1.3 SINGLE POINT OF CONTACT (SPC).....	3
SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE	4
2.1 AUTHORITY AND METHOD.....	4
2.2 DEFINITION OF TERMS.....	4
2.3 OVERVIEW AND PURPOSE	4
2.4 SCOPE OF WORK/SPECIFICATIONS.....	5
2.5 PERFORMANCE BOND.....	9
2.6 UNIT PRICES QUOTED	9
2.7 PAYMENT	9
2.8 CONTRACT TERMS.....	9
2.9 LIQUIDATED DAMAGES.....	10
2.10 RESIDENT PROPOSER.....	10
2.11 NONDISCRIMINATION.....	10
2.12 INDEMNITY	10
SECTION 3: PROCUREMENT REQUIREMENTS	11
3.1 MINIMUM QUALIFICATIONS	11
3.2 MINIMUM SUBMISSION REQUIREMENTS.....	11
3.3 PROPOSAL CONTENT REQUIREMENTS	11
SECTION 4: SOLICITATION PROCESS.....	13
4.1 PUBLIC NOTICE.....	13
4.2 QUESTIONS / REQUESTS FOR CLARIFICATIONS.....	13
4.3 PROPOSAL DELIVERY OPTIONS	14
4.4 PROPOSAL MODIFICATION OR WITHDRAWAL	14
4.5 PROPOSAL DUE.....	14
4.6 PUBLIC OPENING.....	15
4.7 PROPOSAL REJECTION.....	15
4.8 EVALUATION PROCESS.....	15
4.9 PROPOSAL EVALUATION CRITERIA.....	16
4.10 RANKING OF PROPOSERS	16
4.11 NEXT STEP DETERMINATION	16
SECTION 5: AWARD AND NEGOTIATION	17
5.1 AWARD NOTIFICATION PROCESS.....	17
5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS	17
5.3 CONTRACT NEGOTIATION	18
SECTION 6: ADDITIONAL INFORMATION.....	18
6.1 CERTIFIED FIRM PARTICIPATION.....	18
6.2 GOVERNING LAWS AND REGULATIONS.....	18
6.3 OWNERSHIP/PERMISSION TO USE MATERIALS.....	19
6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.	19
6.5 PRICE OF SUBMITTING A PROPOSAL.....	19
6.6 RECYCLABLE PRODUCTS.....	19

LIST OF ATTACHMENTS

Attachment A Price Proposal Form
Attachment B Affidavit of Trade Secret

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Columbia County Public Works, acting by and through the authority of the Columbia County Board of County Commissioners, ("County"), is issuing this Request for Proposals for:

- Transportation and Disposal of Solid Waste and
- Alternate 1: Co-Mingled Construction & Demolition Debris Recycling/Disposal.

Additional details on the project are included in the Scope of Work and Specifications sections.

The County may award one or more contracts as a result of this RFP.

1.2 SCHEDULE

The table below represents a tentative schedule of events. With the exception of dates marked with an asterisk (*), all dates are estimates and may change at the County's sole discretion. All times are listed in Pacific Time, and the County will use the date/time clock in the Columbia County Finance Office to record delivery. All submissions will be date and time stamped upon receipt.

Event	Date	Time
Questions / Requests for Clarification Due *	November 18, 2020	4:30 PM
Answers to Questions / Requests for Clarification Issued (approx.)	November 19, 2020	
Solicitation Protest period ends*	November 30, 2020	
Closing (Proposal Due)*	December 10, 2020	4:00 PM
Issuance of Notice of Intent to Award (approx.)	December 23, 2020	
Award Protest Period Ends	7 calendar days after notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

This RFP is issued under the authority of the Columbia County Board of Commissioners.

The County is using the Formal Selection Procedure method, pursuant to the Columbia County Personal Services Contracting Ordinance 38-2006, as amended. The County will award one contract to the highest ranked responsible Proposer.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in the OAR 125-246-0110, except as otherwise defined herein.

Construction and Demolition Debris: C&D debris includes all waste generated as the result of a construction or remodeling project including wood, concrete, cement, sheetrock, brick, soil and rock, shingles, plastic piping, hoses, glass panes, vinyl siding, kitchen and bath fixtures and carpet.

2.3 OVERVIEW AND PURPOSE

Columbia County owns and operates the Columbia County Transfer Station located at 1601 Railroad Avenue, St. Helens, Oregon, 97051.

Columbia County currently contracts with Waste Connections of Oregon for Transfer Station operations, and Republic Services Coffin Butte Landfill for transportation and disposal of all solid waste generated within Columbia County and its cities. This Request for Proposals is for transport and disposal of waste from the Columbia County Transfer Station to a qualified disposal site only, and for alternate construction and demolition disposal/recycling services.

The total amount of solid waste accepted at the transfer station for the year 2019 was approximately 35,000 tons. The average daily amounts to approximately 97 tons. Columbia County can make no guarantees and representations that the current estimated daily and annual tonnages will continue in the future.

Presently, Columbia County franchises curbside residential and commercial solid waste collection outside of incorporated cities within the County. The cities of St Helens, Scappoose, Rainier, Columbia City, Clatskanie and Vernonia franchise curbside residential and commercial solid waste collection within their respective city limits.

Under provisions of an intergovernmental agreement between Columbia County and all of its cities, all solid waste generated within Columbia County and within its cities is collected and hauled to the Columbia County Transfer Station for transfer and disposal. Columbia County will continue to contract for operation of the Columbia County Transfer Station. Transfer Station operations are not part of this Request for Proposals.

2.4 SCOPE OF WORK/SPECIFICATIONS

Columbia County, Oregon is responsible for the transportation and disposal of all solid waste generated within Columbia County (including all cities). Columbia County intends to contract for such services and is requesting Proposals for:

- **Main service area:** Transportation and disposal of solid waste from the Columbia County Transfer Station to a designated and DEQ permitted Class D Landfill.
- **Alternate 1:** Co-Mingled Construction/Demolition Recycling/Disposal.

2.4.1 DETERMINATION OF RESPONSIBILITY

Proposers 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 Proposer meets the standards of responsibility. At a minimum, each Proposer must include the following information to demonstrate Proposer responsibility:

1. A description of services to be provided which demonstrates an understanding of the Scope of Services necessary. This description should include the equipment requirements necessary to provide the services.
2. Demonstration that the Proposer 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 Proposer has the necessary qualifications, licenses, permits and experience to transport and/or dispose of solid waste in the State of Oregon.
4. A list of transportation and disposal services provided by the Proposer in Oregon and Washington and customers for those services. The list should include the following information:
 - a) Name and location of customers served with permission to contact.
 - b) Name, location, types of materials accepted, remaining life, and site specifications of the designated and permitted Class I Landfill to be used by the Proposer.
 - c) List of references and a statement of permission to contact references.

5. A list of subcontractors, if any, used to perform services.
6. Demonstration that the Proposer has a satisfactory record of integrity. In evaluating a Proposer's record of integrity, the County may consider, among other things, whether the Proposer has violated environmental laws or made false certifications to a contracting agency.
7. Demonstration that the Proposer is legally qualified to contract with the County.
8. All necessary information in connection with the inquiry concerning responsibility. If the Proposer 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 Proposer "Not Responsible."

2.4.2 TRANSPORTATION OF SOLID WASTE

The successful Proposers(s) shall be available to transport solid waste collected at the Columbia County Transfer Station Monday through Friday, 8:00 am to 5:00 pm either on a regular schedule and/or an on-call basis depending upon the need.

The County expects the Contractor to negotiate an acceptable schedule with the Transfer Station Operator that will provide for the most efficient operation of the transfer station while taking into account the following:

1. The transportation schedule may require staggered departure times to create a steady flow of trailers throughout the day.
2. The Transfer Station Operator will be responsible to load trailers throughout each day, and using a yard goat, will shuttle trailers to be loaded using a stationary compactor. Once loaded the Transfer Station Operator will shuttle the full trailer to the staging area where the Transportation and Disposal Contractor can pick up for transport to the disposal site. The Transportation and Disposal Contractor has the responsibility to provide a sufficient number of trailers to be loaded each day and may park up to 7 trailers overnight.
3. Trailers can be loaded and stored overnight so that the Contractor may begin transporting earlier in the day.

4. The Contractor may propose a schedule for the transport of trailers from the transfer station on/off hours and submit a price discount to employ a preferred transport schedule.
5. The disposal trailers used by the Contractor must be between 45 and 48 feet in length, can be loaded by a SSI compactor and must be designed for the transportation of at least 25 tons of solid waste per trailer. All trailers provided by the Contractor shall be kept in good repair and appearance and shall be so contained, tied or enclosed so that leaking, spilling or blowing of waste materials is prevented. Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations regarding the transportation of solid waste.
6. The Contractor shall provide weight tickets of each load disposed at the Class D Landfill on a daily basis.
7. The Contractor is responsible for safe and efficient transport and disposal of all solid waste once it has left the Columbia County Transfer Station site.
8. The Contractor must make arrangements with the Transfer Station Operator to allow for dropping off or picking up of trailers outside of regular transfer station hours.

2.4.3 DISPOSAL OF SOLID WASTE

The successful Proposer shall be solely responsible for the disposal of solid waste transported from the Columbia County Transfer Station.

The Proposer shall prepare the Proposal based on transportation and disposal at a DEQ permitted Class D Landfill site, which the Proposer shall identify in its Proposal.

The Class D Landfill identified by the Proposal shall comply with all federal, state and local laws, ordinances and regulations, including the guidelines promulgated by the State of Oregon.

2.4.4 ALTERNATE 1: CONSTRUCTION & DEMOLITION RECYCLING/DISPOSAL

This alternate, if awarded, will replace all references to Construction/Demolition (C&D) containers and hauling in the Base RFP. Contractors may present a Proposal on both the Base RFP and this Alternate, or they may present a Proposal on the Base RFP only, or they may present a Proposal only on this Alternate.

The County reserves the right to award the Alternate 1 services separately from the Base RFP.

Columbia County has an annual goal of recycling of 45% by 2025. The objective of the alternate to this RFP is to receive a variety of solutions that will make improvements to the current handling of C & D debris recycling, transportation and disposal.

Columbia County is interested in adding a separate service for the transportation of C&D debris for recycling or disposal of used or discarded materials removed from premises during demolition, construction, repair or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any residential property, commercial building, pavement, or other structure and such other materials as may be removed during the normal cleanup process of such operations. C&D debris also includes rocks, soils, tree remains and other yard debris which results from land clearing or land development operations in preparation for construction.

The County's preference is toward the recycling of some of the construction and demolition debris to assist the County in achieving its waste reduction goals of 45% and to meet Oregon's 2050 materials management objectives. Many materials from construction and demolition sites, if not contaminated, can be recycled, such as:

- Carpet
- Ceiling tile
- Concrete
- Drywall/sheetrock
- Insulation
- Metal
- PVC Pipe
- Shingles
- Wood

If proposing on Alternate 1, please describe your detailed solution for C&D debris recycling and/or disposal of C&D debris that can't be recycled. Also include your Price Proposal for Alternate 1 on Attachment A.

2.4.5 HOURS OF OPERATIONS AND AVAILABILITY

Hours of Operation – Monday through Saturday, 8:00 AM to 5:00 PM.

Holidays – Transportation and Disposal services shall be provided Monday through Friday, 8:00 AM to 5:00 PM except on the following holidays when the Columbia County Transfer Station is closed as follows:

New Years Day
Thanksgiving Day
Christmas Day

The Transfer Station may close at or after 1 PM on the following days:

Memorial Day
July 4th
Labor Day
Christmas Eve
New Years Eve

Office Hours - The Contractor shall maintain an office or similar facility where the Contractor may be contacted. The office shall be equipped with sufficient toll-free access telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular transport days to handle complaints as needed.

2.5 PERFORMANCE BOND

Within 30 days of notice of award of the Contract or before final contract is signed, whichever comes first, the Contractor shall procure, at its own expense, and keep in effect at all times during the term of the resulting Contract, a surety bond, in a form acceptable to the County, in the amount of \$150,000 in favor of Columbia County and executed by a corporate surety authorized to conduct business as a surety in the State of Oregon. All Proposals must contain a statement of the Proposer's willingness to furnish such security.

2.6 UNIT PRICES QUOTED

Prices quoted on the attached Price Proposal Form shall remain fixed until a Contract is executed. All additional fees shall be included in the unit price quoted.

2.7 PAYMENT

Payment shall be made based on the prices as stated in the contract and upon invoices submitted by Contractor after approval of said invoices by County.

2.8 CONTRACT TERMS

After Proposals are opened and evaluated, and a determination is made that a contract is to be awarded, the County shall award the contract to the highest ranked Proposer. The Contract may be awarded as a whole to one Proposer for both the main and alternate service areas, or to one Proposer for the main service area and to a different Proposer for the alternate service area, or it may not award a contract at all for the alternate service area. The Contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Proposal and this Request for Proposals. The Contract will be delivered or made available to the successful Proposer 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 Proposal security, if any, will be returned.

The successful Proposer will be expected to enter into a Contract with the County for a period of five (5) years with a five (5) year renewal option to be exercised by Columbia County upon 180 days advance notice to the Contractor. Submission of a Proposal indicates the Proposer's agreement to enter into the County's form of contract, a sample of which is attached hereto and incorporated herein.

2.9 LIQUIDATED DAMAGES

Please see section 18 of Sample Contract.

2.10 RESIDENT PROPOSER

Proposer shall identify whether it is a "Resident Proposer" 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 a Contract awarded as a result of this RFP.

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.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

Please see section 2.4.1 for minimum qualifications.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal Content Requirements section 3.3. Responses to each section and subsection should be labeled to indicate the item being addressed.

Proposer shall submit one original signed Proposal, plus one copy, and one electronic copy of the complete Proposal on electronic media (USB drive) in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law, Proposer shall complete and submit the Affidavit of Trade Secret (Attachment B) and shall submit one complete fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP title and number clearly visible on the outside of the package.

3.2.2 Authorized Representative

Failure of the authorized representative to sign the Proposal Information and Certification Sheet (Attachment C) may subject the Proposal to rejection by the County.

3.3 PROPOSAL CONTENT REQUIREMENTS

Proposals must address each of the items listed in this section and all other requirements set forth in this RFP. Proposers shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposals should not include extensive art work, unusual printing or other materials not essential to the utility and clarity of a Proposal. Do not include marketing or advertising material in the Proposal. Proposals should be straightforward and address the requirements of the RFP. Proposals containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

- Attachment A – Price Proposal Form: Solid Waste Transportation and Disposal and Alternate 1 C&D Debris Recycling/Disposal.

- Attachment B – Affidavit of Trade Secret (only required if Proposal contains confidential information)
- Attachment C – Proposer Information and Certification Sheet (mandatory return)

3.3.1 References

Provide a minimum of four (4) references from current or former clients for similar projects performed within the last 10 years. References must be able to verify the quality of previous, related work.

Include names, positions, and telephone numbers of the references and the types of services provided.

The County may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, or verify any information needed. County may contact any reference (submitted or not) to verify Proposer's qualifications.

3.3.2 Proposer's Experience and Qualifications

Describe Proposer's experience developing and delivering services that align with the County's Scope of Work as described in this RFP.

Highlight any innovative ideas and methods your company can offer for improving and streamlining services.

Describe a difficult situation you encountered while providing services and the steps you took to solve and mitigate future problems.

3.3.3 Key Persons and their Resumes

Specify key persons to be assigned to this project and include a current resume (not to exceed 2 pages each) for each individual that demonstrates qualifications and experience for the Work described.

Include Proposer's plan to ensure that Key Person(s) are available to perform the work and provide support throughout the duration of the project.

Include the duties assigned to and responsibilities of each Key Person and document the experience and qualifications of each person with such duties.

3.3.4 Project Implementation Plan

Briefly describe how Proposer would carry out the major activities of this project in context with the Scope of Work. Provide a comprehensive management plan that the Proposer intends to follow and how timelines and deliverables will be met. Illustrate how the plan will serve to coordinate and accomplish the Scope of Work.

3.3.5 Price Proposal

Using the attached Price Proposal forms (Attachment A) submit a price per ton for the transportation and disposal of solid waste from the Columbia County Transfer Station to a designated and DEQ permitted Subtitle D Landfill.

In addition Proposer may submit pricing for the alternate C&D Recycling/Disposal. All price proposals are to be written or typed on the Price Proposal Form or as exhibits to the Price Proposal form hereto as Attachment A. Price Proposals must be signed by an authorized representative of the Proposer.

Describe how Proposer plans to invoice for this service.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. RFP documents will not be mailed to prospective Proposers.

County will advertise all Addenda on ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

Information on this RFP can also be found at Columbia County's web site: <http://www.columbiacountyor.gov/Bids>.

4.2 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Refer to the specific part of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

Consistent with the County's Public Services Contracting Rules all protests of this solicitation are

limited to the following issues and filing times: Prospective public service contractors may file a written protest in accordance with ORS 279B.405, no later than ten (10) calendar days prior to the close of the solicitation. Such protest shall include: the information necessary to identify the solicitation at issue; 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; evidence or supporting documentation that supports the grounds on which the protest is based; and the relief sought. The County will issue a written decision on a protest that is timely received and meets the requirements of ORS 279B.405 no fewer than three (3) business days before proposals are due, unless the County determines in writing that circumstances exist that justify a shorter time limit.

4.3 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP title and number. It must be addressed to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during the County's normal Monday – Friday business hours of 8:30 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when the County offices are closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the Finance counter at the address listed on the Cover Page.

4.4 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification by one of the authorized methods listed in the Proposal Delivery Options section, above. To be effective, the notice must include the RFP title/number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its withdrawal to the SPC via email, facsimile, or hard copy prior to closing. To be effective the notice must include the RFP number.

4.5 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing.

All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.6 PUBLIC OPENING

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued. However, the County will record and make available the identity of all Proposers after Opening.

4.7 PROPOSAL REJECTION

The County may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer makes any contact regarding this RFP with any County representatives such as County employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.8 EVALUATION PROCESS

4.8.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with the Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected. However, the County may waive minor mistakes in its sole discretion.

4.8.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of the Evaluation Committee. Evaluators may change and the County may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional

understanding of a Proposal.

4.9 PROPOSAL EVALUATION CRITERIA

Scores are the points assigned by each evaluator.

The maximum points possible for each evaluation item are listed in the table below.

The SPC will average all scores for each evaluation criterion.

Proposal Content Requirements	
Evaluation Criteria	Points per Section
References 3.3.1	10
Proposer's Experience and Qualifications 3.3.2	20
Key Persons and their Resumes 3.3.3	20
Project Implementation Plan 3.3.4	30
Price Proposal 3.3.5	20
Total points available	100

4.10 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal, calculated by totaling the points awarded by each evaluator and dividing by the number of evaluators.

The County will rank all Proposers at the conclusion of the evaluation and scoring and may, in the County's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional competition is conducted, the County will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

4.11 NEXT STEP DETERMINATION

At the conclusion of a round of competition, the County may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to:

- Interviews;
- Presentations/Demonstrations/Additional Submittal Items;
- Discussions and submittal of revised Proposals;
- Serial or simultaneous negotiations;

- Best and Final Offers.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

County, if it awards a Contract, shall award a Contract based upon the scoring methodology and process described in Section 4. County may award less than the full Scope defined in this RFP.

5.1.2 Notice of Intent to Award

County will notify all Proposers in Writing that the County intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The Proposer selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.2.1 Insurance

Prior to award, Proposer shall secure and demonstrate to the County proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in the Sample Contract (Attachment D) and on the Insurance Checklist (Attachment E).

5.2.2 Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Information about these requirements may be found at <http://sos.oregon.gov/business/pages/register.aspx>.

5.2.4 Responsibility Inquiry

The County will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract (see 2.4.1).

At any time prior to award, County may reject a Proposer found to be not Responsible.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of a successful Proposer, the County may enter into Contract negotiations with the successful Proposer toward obtaining written agreement on tasks, staffing, performance schedule and a maximum not-to-exceed contract price which is fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the services. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment D), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions. Unless Proposer notes exceptions in its Proposal, the County intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment D). It may be possible to negotiate some provisions of the final Contract; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased price to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Office of County Counsel.

5.3.2 Protest Procedures

Consistent with the County's Public Services Contracting Rules, every Proposer shall be emailed a copy of the Notice of Intent to Award a Contract. A Proposer may protest the award of the contract in accordance with ORS 279B.410 not later than seven (7) calendar days after the date of the Notice of Intent to Award. The County will not consider a protest submitted late.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial

action relating to this RFP, evaluation and award is the Circuit Court of the State of Oregon for Columbia County located in St. Helens, Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law. Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

The County may reject any or all Proposals in-whole or in-part or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County, as determined by the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.5 PRICE OF SUBMITTING A PROPOSAL

Proposer shall pay all costs and expenses related to submitting its Proposal, including, but not limited to, the cost to prepare and submit the Proposal, the cost of samples and other supporting materials, the cost to travel or to otherwise participate in demonstrations or interviews, and costs associated with protests.

6.6 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025)

ATTACHMENT A

PRICE PROPOSAL FORM

Please propose a price per ton for Solid Waste Transportation and Disposal Services for solid waste (including special waste) collected at the Columbia County Transfer Station and disposed of at a DEQ permitted Subtitle D Landfill.

Solid Waste Transportation and Disposal Services:

Five (5) Year Contract						Optional Five (5) Year Renewal Contract				
<u>DESCRIPTION</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Price per ton:										

Subtitle D Landfill Name and Location _____

Bidder Name and Title

Bidder Signature

Address

Telephone

ATTACHMENT A - Continued

PRICE PROPOSAL FORM – Alternate 1: C&D Removal and/or Recycling:

Bidder Name and Title

Bidder Signature

Address

Telephone

ATTACHMENT B – AFFIDAVIT OF TRADE SECRET

 (Affiant), being first duly sworn under oath, and representing insert Proposer Name (hereafter “Proposer”), hereby deposes and swears or affirms under penalty of perjury that:

I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

I am aware that the Proposer has submitted a Proposal, dated on or about November 5, 2020 (the “Proposal”), to Columbia County (County) in response to Request for Proposals C00055-SWTDS-20, for Solid Waste Transportation and Disposal Services and I am familiar with the contents of the RFP and Proposal.

I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 et. seq., and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:

is not patented,

is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,

has actual or potential commercial value, and

gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Signature

Notary Public for the State of _____

My Commission Expires: _____

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____

City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment D and as modified by any Addenda, except for those terms and conditions that County has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer until the contract has been signed.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as 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.
7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management Found at: <https://sam.gov/SAM/pages/public/searchRecords/advancedPIRSearch.jsf>

8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract at the time of Contract execution.

Authorized Signature

Date

Print Name and Title

ATTACHMENT D

SAMPLE CONTRACT

PUBLIC SERVICES CONTRACT (ORS Chapter 279B)

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 _____, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective DATE.
2. Contract Term. This term of this Agreement shall be five (5) years from the Effective Date, unless sooner terminated as provided in herein. The County may, in its sole discretion, extend the Term of this Agreement for up to five (5) years by delivering to Contractor a written notice at least 180 days prior to the end of the initial term stating that the County elects to extend the Term and specifying the length of the extension.
3. Contractor's Services.
 - A. Contractor agrees to provide the services as described in the following Contract Documents, which are attached hereto and incorporated herein by this reference:

EXHIBIT A - Contractor's Proposal
EXHIBIT B - Request for Proposals, including addenda dated _____
 - B. In case of conflict between Contractor's Proposal, the Request for Proposals, and this Agreement, this Agreement shall control, followed by the Request for Proposals, followed by Contractor's Proposal.
 - C. Transportation and Disposal of Solid Waste. Contractor shall transport solid waste collected at the Columbia County Transfer Station ("Transfer Station") to the DEQ permitted Subtitle D landfill site identified in Contractor's Bid, where the waste shall be disposed. For purposes of this Agreement, "solid waste" shall have the same meaning as "Municipal Solid Waste," which means all substances or material that are discarded or rejected as being spent, useless, and worthless or in excess of the owner's needs at the time of disposal, including but not limited to, all putrescible and non-putrescible solid and semi-solid waste including Garbage, Yard Waste, bulky wastes, industrial wastes, demolition and construction wastes, grit and sweepings from a Water Pollution Control Plant. These materials are generated by residential, commercial, industrial, institutional, municipal, agricultural and other activities not otherwise restricted in a RCRA Subtitle D landfill by state or federal regulations. "Municipal Solid Waste" does not include Hazardous Waste, Biomedical Waste, Ash, materials which are not set out or otherwise offered for collection by waste generators, Source Separated Recyclable Materials, or materials segregated for processing and recycling at the Transfer Station.

SAMPLE CONTRACT

- (1) Schedule. Transportation and Disposal services shall be provided during Transfer Station operating hours, according to a coordinated schedule between Contractor and the Transfer Station Manager. The schedule shall provide for the most efficient operation of the Transfer Station.
- (2) Transfer Station Operating Hours. The Transfer Station operating hours are Monday through Saturday, from 8:00 a.m. to 5:00 p.m., except as follows:
 - (a) The Transfer Station is closed on the following holidays:
New Year's Day
Thanksgiving Day
Christmas Day
 - (b) The Transfer station may close at or after 1:00 p.m. on the following holidays:
Memorial Day
Independence Day
Labor Day
Christmas Eve
New Year's Eve
- (3) Contractor's Office Hours. Contractor shall maintain an office or similar facility where Contractor may be contacted. The office shall be equipped with sufficient toll free access telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular transport days to handle complaints.
- (4) Trailers.
 - (a) Specifications. County expects Contractor to use trailers that will achieve the maximum cost efficiency in transport of solid waste to the landfill.
 - (b) Standards. Contractor shall keep its trailers in good repair and appearance. All trailers shall be tied or enclosed to secure waste and prevent it from leaking, spilling, or blowing away.
 - (c) Storage. Contractor may store loaded trailers overnight at the Transfer Station so that Contractor may begin transporting earlier in the day. The County shall not be responsible for any damage, destruction, or loss of Contractor's trailers. Contractor shall maintain insurance to cover any property it stores at the Transfer Station.
- (5) Contractor shall use weight tickets to document each load disposed at the landfill on a daily basis. Contractor shall submit to the County on a monthly basis copies of all weight tickets along with its invoice.
- (6) Contractor shall be responsible for the safe and efficient transport and disposal of

SAMPLE CONTRACT

all solid waste once it has left the Columbia County Transfer Station. Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations regarding the transportation and disposal of solid waste. The DEQ permitted Subtitle D Landfill used by Contractor shall comply with all federal, state and local laws, ordinances and regulations, including the guidelines promulgated by the State of Oregon.

- (7) If Contractor is unable to perform the services under this Contract, the County may secure another service provider at the County's sole discretion, and Contractor shall be responsible for any costs incurred. County may deduct such costs from Contractor's monthly payment.

4. Consideration. County shall pay Contractor on a fee-for-service basis, in accordance with the prices set forth in Exhibit B of Contractor's Bid, said amount to be the complete compensation to Contractor for the services performed under this agreement. Contractor's fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. 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 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

For County:	For Contractor:
-------------	-----------------

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.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

SAMPLE CONTRACT

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of 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, except the services must be performed in a manner that is 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:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor 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).
 - C. The 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, the 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.
10. 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:
- A. Contractor shall:
 - (1) 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)]
 - (2) 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)]

SAMPLE CONTRACT

- (3) 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)]
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
 - B. 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)]
 - C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
 - D. Contractor shall notify employees in writing, who work under 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 279A.235 (5)(b)]
 - E. 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)]
 - F. 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.
- 11. Non-Discrimination. 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 Agreement when employed by Contractor. Contractor certifies 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.
 - 12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
 - 13. Nonwaiver. 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.

SAMPLE CONTRACT

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain the following insurance to protect County, its officers, agents, and employees:

- A. Comprehensive general liability insurance in the amount of \$2,000,000 with aggregate limit of not less than \$3,000,000. Such insurance shall be primary and non-contributory to any insurance maintained by COUNTY. Such insurance shall provide coverage for contractual liability and completed operations. A cross-liability clause shall be included in the policy.
- B. Comprehensive automobile liability insurance with owned, hired, and non-owned vehicles in the minimum amount of \$2,000,000.
- C. Pollution Liability Insurance, including Asbestos Liability Insurance, covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by Contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000.
- D. Workers Compensation for all employees as required by Oregon law.

Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. 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, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to

SAMPLE CONTRACT

provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

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 provided 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.

17. Performance Bond. Contractor shall file with the County a surety bond securing Contractor's faithful performance of its obligations under this Agreement. The bond shall be in the amount of \$150,000.00 in favor of Columbia County. The bond shall be executed by a corporation authorized to issue surety bonds in Oregon and shall be in a form satisfactory to the County. Contractor shall keep the bond in effect at all times during the term of this Agreement
18. Liquidated Damages. Work shall be completed in a professional manner in accordance with the terms of the Contract. Performance standards have been established and will be monitored by the County during the duration of the contract. For performance not delivered in accordance with standards specified below, the County will incur additional expense, loss of confidence by program users, negative publicity for the solid waste program, and other damages. For this reason, liquidated damages shall be assessed. The County shall have sole discretion in determining whether performance standards have been met or not met and in assessing liquidated damages. Unless otherwise noted, the County will assess liquidated damages within 30 days following the end of each quarter. All liquidated damages arising from failure to meet performance standards shall be deducted from the Contractor's next submitted monthly invoice. The County shall have the right to add standards subject to liquidated damages or amend liquidated damage amounts upon thirty (30) days written notice to the Contractor. Liquidated damages are elective, and County may seek actual damages in accordance with contract terms. The following are subject to liquidated damages:
- A. Failure to provide on-request service within 24 hours - \$100/trailer/incident;
 - B. Failure to deliver empty trailer(s) based on an approved schedule or pick up a trailer - \$500/day/container;
 - C. Failure to maintain secure loads of material, and allowing material to fall out or blow out of containers being hauled onto State, City and County roads - \$200/incident; and

SAMPLE CONTRACT

- D. Failure to respond to and resolve complaints within 24 hours - \$200/incident.
19. Time of the Essence. The parties agree that time is of the essence in this Agreement.
20. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
21. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably 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.
22. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
23. 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.
24. Attorneys' Fees. In the event an 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.
25. 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.
26. No Third-Party Rights. This Agreement is solely 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.
27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S BID) 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 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 REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SAMPLE CONTRACT

DATED this _____ day of _____, 2014.

CONTRACTOR

Name: _____

By: _____

Title: _____

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Chair

By: _____
Commissioner

By: _____
Commissioner

Approved as to form

By: _____
Office of County Counsel

ATTACHMENT E INSURANCE CHECKLIST

The Proposer shall furnish proof of Insurance coverage and amounts protecting County in a form and amount satisfactory to County as follows:

- ☐ **Liability**
 - ☐ **Comprehensive General Liability Insurance** in the amount of \$2,000,000 with aggregate limit of not less than \$3,000,000. Such insurance shall be primary and non-contributory to any insurance maintained by County. Such insurance shall provide coverage for contractual liability and completed operations. A cross-liability clause shall be included in the CGL policy.
 - ☐ **Comprehensive Automobile Liability Insurance** with owned, hired, and non-owned vehicles in the minimum amount of \$2,000,000.
 - ☐ **Pollution Liability Insurance**, including Asbestos Liability Insurance, covering the contractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000.
- ☐ **Worker's Compensation for all employees as required by Oregon Law.**