



**REQUEST FOR PROPOSALS  
DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE  
HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR  
HAZARDOUS WASTE MANAGEMENT PROGRAM**

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The Deschutes County Department of Solid Waste is soliciting proposals from experienced and qualified firms for the ongoing operation of a hazardous waste collection and management program in Deschutes County, Oregon. In general, the services to be provided include:

- Providing all staff, labor, materials, tools and equipment for the operation of a fixed facility household hazardous waste (HHW) collection program at the Knott Landfill Recycling and Transfer Facility in Bend, Oregon. Services to provide include, but are not limited to packaging, transportation and management of HHW received at the facility in accordance with local, State and Federal requirements.
- Providing all staff, labor, materials, tools and equipment for the operation of three 1-day temporary HHW collection events including, but not limited to packaging, transportation and management of HHW received at the temporary collection events in accordance with local, State and Federal requirements.
- Providing all staff, labor, materials, tools and equipment for the operation of a Conditionally Exempt Small Quantity Generator (CEG) hazardous waste collection program including, but not limited to packaging, transportation and management of CEG hazardous wastes received at the facility in accordance with local, State and Federal requirements. This task also includes the operation of an approval/appointment system for the scheduling and receiving of hazardous wastes from CEGs. The CEG program shall be operated on a cost recovery basis where the Contractor shall recover any and all costs associated with the operation of the CEG program from participating CEGs.

The Request for Proposal may be obtained or examined at the Deschutes County Department of Solid Waste offices at the address listed below or viewed at <https://www.deschutes.org/rfps>.

Proposers must submit 3 proposal copies by 3:00 p.m. on Tuesday, May 2, 2017 at the Deschutes County Solid Waste Department, 61050 S.E. 27<sup>th</sup> Street, Bend, Oregon 97702. Proposals should be addressed to Chad Centola, Operations Manager. Proposals may be submitted in person or by mail and must be received by the Solid Waste Department by the due date and time specified above. E-mail or facsimile proposals will not be accepted.

This is not a contract offer and with this solicitation the Proposer assumes any liability for the costs incurred in the preparation and transmittal of proposals in response to the solicitation.

Award of this project will be based on criteria as described in the Request for Proposals and includes, but is not limited to, proposed fees, firm experience, qualifications and capabilities in the operation and management of HHW collection programs, staff experience, and references.

Questions regarding this solicitation can be directed to:

Chad Centola, Operations Manager  
Deschutes County Solid Waste Department  
61050 SE 27<sup>th</sup> Street  
Bend, Oregon 97701

Phone: (541) 322-7172

Fax: (541) 317-3959

Email: [chadc@deschutes.org](mailto:chadc@deschutes.org)

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## **A. COUNTY RESERVATIONS & REQUIREMENTS**

Deschutes County reserves the right to reject any proposal not in compliance with all prescribed proposal procedures and requirements and to accept any proposal that appears to serve the best interest of the County. Deschutes County reserves the right to waive irregularities or discrepancies in proposals if the County determines that the waiver is in the public's best interest. Deschutes County reserves the right to reject any and all proposals if it is in the public's best interest to do so.

Proposers are solely responsible for the cost of preparing their proposal. Deschutes County is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, quotation, proposal or award. This is not a contract offer and with this solicitation, the Proposer assumes any liability for the costs incurred in the preparation and transmittal of proposals in response to the solicitation.

This solicitation is governed by the Deschutes County Contracting Code, which is codified at DCC Chapter 2.37. Except as otherwise provided in Chapter 2.37, the Model Rules of Public Contract Procedure, OAR 137, divisions 46, 47, 48 and 49 have been adopted by reference.

All proposals submitted become public record and will be available for inspection upon request. Proposers should identify specifically any information they deem to be proprietary, and include in the transmittal letter a request that such information not be released.

Errors and omissions in the Request for Proposals shall be called to the attention of the Department of Solid Waste prior to the proposal due date so that appropriate addenda may be issued, if warranted. Failure to do so on the part of the successful Proposer (hereinafter referred to as the Contractor) does not relieve him of responsibility for a correct and completely finished the project scope. Only a written interpretation or correction by addendum shall be binding.

## **B. AGREEMENT**

The Contractor shall be required to enter into a formal agreement for the subject services and to provide insurance certificates and other information required by the County. The County's Services Contract will form the basis of the contract between the County and the Contractor. A copy of the County's Services Contract is included is included with this Request for Proposals.

Unconditional refusal to accept the contract provisions proposed in the County's Services Contract without offering reasonable alternatives that do not substantially impair the County's rights under the contract may result in disqualification. Unless indicated otherwise, submission of a proposal indicates that the Proposer is willing to enter into a contract with the County substantially incorporating the terms of the County's Services Contract.

The Contract will be awarded for a one (1) year term with options at the County's discretion to renew the contract annually for a total of no more than three (3) years. The County will consider adjustments to the operating costs for the HHW Program on an annual basis for each year the contract is in effect. The Contractor may request pricing adjustments for increased or

decreased operating costs by submitting a written request, which shall include all appropriate cost and pricing documentation, to the Program Manager on an annual basis for each additional year the contract is in effect. The written request shall be submitted no later than two (2) months prior to the contract anniversary date. Deschutes County reserves the right in its sole discretion, to determine whether the documentation is sufficient, whether to require additional information, whether to require independent verification and whether to accept or reject any requested adjustment(s) to operating costs.

The initial agreement period will cover one year of operations from August 1, 2017 through July 31, 2018.

### **C. INSURANCE REQUIREMENTS**

In conjunction with all services performed under this project, the Contractor shall furnish proof of the types and amounts of insurance indicated in Exhibit 2 of County's Services Contract. The County reserves the right to require completed, certified copies of all required insurance policies, at any time.

### **D. CONDITIONS OF WORK**

Proposers are required, prior to submission of proposal, to carefully examine the requirements of this Request for Proposals and the conditions for the contemplated work.

Each Proposer must inform himself of the conditions relating to the execution of the work, and make him/herself thoroughly familiar with all contract documents. Failure to do so will not relieve the Proposer of his obligations to enter into a contract and complete the contemplated work in strict accordance with the contract documents.

Each Proposer must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, worker health and safety, protection of public health, access to the work and similar requirements.

### **E. EXPERIENCE AND QUALIFICATIONS**

The Contractor shall, at a minimum, have three (3) years of experience in all aspects of the operation of public agency fixed and temporary facility HHW collection programs, including both household and CEG hazardous waste management.

The Contractor shall be licensed in the State of Oregon

### **F. SCOPE OF SERVICES**

#### **1. KNOTT HAZARDOUS WASTE FACILITY OPERATION**

##### **1.1 General Information**

Deschutes County operates fixed facility HHW and CEG collection programs at the Knott Hazardous Waste (KHW) Facility located at the Knott Landfill Recycling and Transfer Facility, 61050 SE 27<sup>th</sup> Street in Bend, Oregon. The KHW Facility includes the following features:

- 54' x 37' canopy structure enclosed with chain link fence

- 18' x 28' modular hazardous materials storage locker with 3 isolated storage bays
- Epoxy-coated concrete floor, graded to internal containment sumps
- Landline telephone and electrical service, shower/eyewash station.

The KHW Facility shall be operated by the Contractor on the second and fourth Friday and Saturday during the months of January through October. For the months of November and December, collection events will be held on the second Friday and Saturday of the month. Household and CEG drop-off hours are 9:00 a.m. to 3:00 p.m. The Contractor shall schedule accordingly to ensure that the KHW Facility is set up and open for service at 9:00 a.m. on each operating day and that all wastes are properly packaged, labeled, stored and secured at the end of each operating day.

## **1.2 Services to be Provided by the Contractor**

**1.2.1 General.** The Contractor shall provide all staff, labor, materials, tools and equipment necessary for receiving, handling, identifying, profiling, packaging, labeling, marking, storing, placarding, manifesting, loading, transporting, and final management of HHW and CEG hazardous waste received by the Contractor through the KHW Facility. Services to be provided include, but are not limited to:

- Providing all staff, labor, materials, tools and equipment for the operation of the KHW Facility, including HHW and CEG hazardous waste collection programs.
- Arranging for and providing hazardous waste transportation services for wastes received by the Contractor through the KHW Facility.
- Arranging for and providing hazardous waste management services for wastes received by the Contractor through the KHW Facility at permitted and authorized Treatment, Storage and Disposal Facilities (TSDFs).
- Providing paint collection and packaging services for paints received at the KHW Facility that meet the requirements for the State of Oregon's Paint Recycling Program. Acceptable paints shall be packaged in containers furnished by the Oregon Paint Recycling Program and stored in a designated area at the Knott Recycling and Transfer Facility. The County will be responsible for arranging for the transportation and management of paints packaged by the Contractor for the Oregon Paint Recycling Program.

The Contractor shall conduct all activities and operate the KHW Facility in accordance with all applicable local, State and Federal requirements, and the health and safety, emergency/spill response and operation plans prepared for the KHW Facility.

The County has prepared and the Oregon Department of Environmental Quality has approved an operations plan for the KHW Facility. A copy of the approved KHW Facility Operating Plan can be viewed at <https://www.deschutes.org/rfps>. The Contractor shall transport HHW and CEG hazardous waste to authorized TSDFs on a frequency basis to ensure KHW Facility storage capacities and hazardous waste holding/accumulation times are not exceeded.

The following wastes shall not be managed through the KHW Facility as they are managed by the County through alternate operations:

- Asbestos
- Home-generated medical sharps (hypodermic needles, lancets, etc.)
- Ammunition/Fireworks

In the event that these wastes are accepted at the KHW facility, the Contractor shall secure and set these wastes aside for management by the County.

**1.2.2 KHW Facility Pre-Operation Planning.** The Contractor shall be responsible for preparing and maintaining any and all necessary plans, licenses, certificates or other necessary documents mandated under local, State, and Federal requirements, including but not limited to health and safety plans and emergency/spill response plans. Upon request, the Contractor shall provide to the Program Manager copies of all plans, licenses, certificates or other mandatory documents prepared by the Contractor for the operation of the KHW Facility.

**1.2.3 KHW Facility Staffing.** The Contractor shall provide the following staff for the operation of the KHW facility:

***A. Site Supervisor:*** The Contractor shall designate a Site Supervisor to act as contact for all management, supervision, coordination, and direction of KHW Facility operations conducted by the Contractor. The Site Supervisor will be present on site during KHW Facility operations.

***B. Chemist:*** The Contractor shall designate a chemist for KHW facility operations. The chemist shall be responsible for evaluating unknowns, making compatibility, packaging and storage determinations for received wastes and other technical determinations as needed.

***C. Hazardous Waste Technician:*** The Contractor shall furnish a hazardous waste technician to assist in facility operation duties such as site set-up, vehicle unloading, waste segregating and packaging and other tasks related to KHW Facility operations under the direction of the chemist and site supervisor.

**NOTE:** Staffing levels will be evaluated on an ongoing basis to ensure adequate personnel are provided to facilitate safe and efficient KHW Facility operations and public convenience.

All personnel handling hazardous waste shall have, at a minimum, the training and experience specified in the KHW Facility Operations Plan, including the use of personal protective safety equipment and emergency response equipment and hazardous waste handling and emergency/spill response procedures as required under applicable State and Federal requirements.

**1.2.4 CEG Program.** The Contractor shall provide the following services for the operation of the CEG Program:

**A. General Information.** The Contractor shall provide all staff, labor, materials, tools and equipment for receiving, handling, identification, profiling, packaging, labeling, marking, storing, placarding, manifesting, loading, transportation, and final management of CEG hazardous waste received by the Contractor through the KHW Facility. The Contractor shall provide hazardous waste management services on a cost recovery basis with participating CEGs. The CEG Program shall be operated by the Contractor in conjunction with, but separate from the HHW Program and in compliance with all State and Federal requirements.

**B. Participant Requirements.** The CEG Program shall only provide hazardous waste management services for those businesses meeting the conditions and requirements set forth in 40CFR261.5 for CEGs.

**C. Appointment System.** Qualified businesses shall be required to preregister and arrange appointments with the Contractor for participation in the CEG Program. Unscheduled CEG participants will be accommodated by the Contractor as is reasonable at the Contractor's discretion.

The Contractor shall be responsible for the operation of the preregistration and appointment system for the CEG Program. The appointment system shall provide information to the Contractor which shall aid in the Contractor's arrangements for the management of wastes, verification of CEG status, verification of waste quantities generated, and payment for services provided by the Contractor to participating CEGs.

The Contractor shall submit to the Program Manager a draft copy of the CEG Program registration form for review and approval. The Program Manager reserves the right to include any additional language and/or requirements on the registration forms as deemed appropriate by the County.

**D. Program Cost Recovery.** The Contractor shall be solely responsible for recovering all CEG Program fees and costs from the CEG Program participants. The County expressly disclaims any responsibility or liability for payment for the cost of operating the CEG Program. The Contractor is authorized to collect fees on a cost-recovery basis from the participating businesses for services rendered at the time of delivery of the wastes to the KHW Facility. It shall be the Contractor's sole responsibility to ensure that the rates established for the CEG Program cover all costs including, but not limited to, packaging, transportation, waste management, maintenance of required records, operation of the appointment system, and billing management. Any taxes or fees which are assessable upon the rendering of such services may be passed on to the CEG Program participants as part of the CEG Program costs. The County expressly disclaims any responsibility or liability for payment of such taxes or fees which the Contractor may be required by law to collect.

**1.2.5 Waste Transportation.** Transportation services arranged by the Contractor for the transportation of HHW and CEG hazardous waste received by the Contractor through the KHW Facility under this contract shall be fully licensed under State and Federal requirements for the transportation of hazardous waste.

**1.2.6 Waste Management.** TSDFs arranged by Contractor for the management of HHW and CEG hazardous waste received by the Contractor through the KHW Facility shall have, at a minimum, a Federal Environmental Protection Agency (EPA)/authorized state Resource Conservation and Recovery Act interim status permit as a TSDF with appropriate authorizations to manage the specific hazardous wastes received from the HHW and CEG Programs.

## **2. ONE-DAY TEMPORARY HHW COLLECTION EVENT OPERATION**

### **2.1 General Information**

Deschutes County will host three (3) one-day temporary HHW collection events in the communities of Redmond, Sisters and La Pine at locations to be determined. The temporary HHW collection events shall be schedule on Saturdays during the months of July and/or August on dates that mutually agreed upon by the County and the Contractor. Hours of public drop off will be from 9:00 am through 1:00 pm.

### **2.2 Services to be Provided by the Contractor**

**2.2.1 General.** The Contractor shall provide all staff, labor, materials, tools and equipment necessary for receiving, handling, identifying, profiling, packaging, labeling, marking, storing, placarding, manifesting, loading, transporting, and final management of HHW received by the Contractor through each temporary HHW collection event. Services to be provided include, but are not limited to:

- Preparing and submitting to the County an operations plan for the operation of each temporary HHW collection event.
- Providing all staff, labor, materials, tools and equipment for the operation of each temporary HHW collection event.
- Arranging for and providing hazardous waste transportation services for wastes received by the Contractor through each temporary HHW collection event.
- Arranging for and providing hazardous waste management services for wastes received by the Contractor through each temporary HHW collection event at permitted and authorized TSDFs.
- Providing paint collection and packaging services at each temporary HHW collection event for paints that meet the requirements for the State of Oregon's Paint Recycling Program. Acceptable paints shall be packaged in containers furnished by the County. The County will be responsible for arranging for the transportation and management of paints packaged for the Oregon Paint Recycling Program.

The Contractor shall conduct all activities and operate each temporary HHW collection event in accordance with all applicable local, State and Federal requirements, and the



health and safety, emergency/spill response and operation plans prepared by the Contractor for each temporary HHW collection event.

The following wastes shall not be managed through the temporary HHW collection events as they are managed by the County through alternate operations:

- Asbestos
- Home-generated medical sharps (hypodermic needles, lancets, etc.)
- Ammunition/Fireworks

In the event that these wastes are accepted at the temporary HHW collection events, the Contractor shall secure and set these wastes aside for management by the County.

Business-generated hazardous waste, including CEG hazardous waste shall not be accepted at the temporary HHW collection events.

**2.2.2 Temporary HHW Collection Event Pre-Operation Planning.** The Contractor shall be responsible for preparing and maintaining any and all necessary plans, licenses, certificates or other necessary documents mandated under local, State, and Federal requirements, including but not limited to health and safety plans and emergency/spill response plans. Upon request, the Contractor shall provide to the Program Manager copies of all plans, licenses, certificates or other mandatory documents prepared by the Contractor for the operation of each temporary collection event.

**2.2.3 Temporary HHW Collection Event Staffing.** The Contractor shall provide the following staff for the operation of each temporary HHW collection event:

**Site Supervisor:** The Contractor shall designate a Site Supervisor to act as contact for all management, supervision, coordination, and direction of each temporary HHW collection event conducted by the Contractor. The Site Supervisor will be present on site during the operation of each temporary HHW collection event.

**Chemist:** The Contractor shall designate a chemist for each temporary HHW collection event. The chemist shall be responsible for evaluating unknowns, making compatibility, packaging and storage determinations for received wastes and other technical determinations as needed.

**Hazardous Waste Technician:** The Contractor shall furnish four (4) hazardous waste technicians to assist operation duties at each temporary HHW collection event such as site set-up, vehicle unloading, waste segregating and packaging and other tasks related to temporary HHW collection event operations under the direction of the chemist and site supervisor.

All personnel handling hazardous waste shall have, at a minimum, the training and experience specified in the KHW Facility Operations Plan, including the use of personal

protective safety equipment and emergency response equipment, hazardous waste handling and emergency/spill response procedures as required under applicable State and Federal requirements.

**2.2.4 Waste Transportation.** Transportation services arranged by the Contractor for the transportation of HHW received by the Contractor at each temporary HHW collection event under this contract shall be fully licensed under State and Federal requirements for the transportation of hazardous waste.

**2.2.5 Waste Management.** TSDFs arranged by Contractor for the management of HHW received by the Contractor through each temporary HHW collection event shall have, at a minimum, a Federal Environmental Protection Agency (EPA)/authorized state Resource Conservation and Recovery Act interim status permit as a TSDF with appropriate authorizations to manage the specific hazardous wastes received from the temporary HHW collection events.

### **3. DOCUMENTATION AND REPORTING**

The Contractor shall provide appropriate documentation, certificates and records in accordance with State and Federal requirements and the Program Manager. All documentation shall be filled out clearly, correctly and legibly and copies of any manifest attachments shall be provided to the Program Manager at the time of transport. Documentation submittals shall include but not be limited to:

#### **3.1 HHW Documentation**

The Contractor shall prepare and submit legible copies of the following documents to the Program Manager at the time of waste shipment:

- Hazardous waste manifests and bills of lading prepared separately for and clearly identify wastes as originating from the HHW Program.
- Any manifest or Bill of Lading attachments (container inventory forms, waste profiles, etc.) that are required for transportation and/or acceptance of HHW at the designated TSDF.

Closed copies of all hazardous waste manifests and bills of lading shall be sent to the attention of the Program Manager.

#### **3.2 CEG Program Documentation**

The Contractor shall prepare and submit legible copies of the following documents to the Program Manager at the time of waste shipment:

- Participating CEG registration forms
- Hazardous waste manifests and bills of lading prepared separately for and clearly identify the wastes as originating from the CEG Program.
- Any manifest or Bill of Lading attachments (container inventory forms, waste profiles, etc.) that are required for transportation and/or acceptance of CEG hazardous waste at the designated TSDF.

### **3.3 KHW Facility Inspection/Waste Inventory Report**

At the close of each collection event at the KHW Facility, the Contractor prepare and shall submit to the Program Manager a facility inspection and inventory of wastes remaining on-site on a form provided by the County. The inventory shall include the waste description, container size, type and quantity, and storage location.

### **3.4 Discrepancy Documentation**

The Contractor shall prepare, on company letterhead, written reconciliation for any shipping, manifest or final management discrepancies. The reconciliation shall provide a detailed explanation of the discrepancy and reference appropriate documents related to the matter.

## **4. 24-HOUR EMERGENCY RESPONSE SERVICES**

In the event of a hazardous materials or waste incident (abandoned waste, spill, leak, release, etc.) that requires services beyond those that the County is capable of providing with County resources, the Contractor will be listed as a potential service provider for emergency response. Typical services to be provided under this task may include, but not be limited to:

- Vacuum tanker services
- Personnel and materials and/or equipment for waste containment
- Spill clean-up and site decontamination services
- Field Hazcat for identification of unknowns
- Waste packaging, transportation, and management services

The Contractor shall furnish 24-hour emergency contact telephone numbers and notification procedures for requesting emergency response services. Upon notification by the Program Manager or his designee, the Contractor shall mobilize appropriate personnel, materials and equipment to respond to incidents to provide emergency response services. Services rendered under this task will be compensated for on a time and materials basis in accordance with the Contractor's standard schedule of fees.

## **G. SERVICES AND EQUIPMENT PROVIDED BY THE COUNTY**

The County will provide the following:

- HHW and CEG Program advertising
- Assistance in the distribution of the registration materials for the CEG Program
- Literature to distribute to participants
- Debris box for disposal of non-hazardous wastes
- Forklift for materials handling. The Contractor's forklift operator shall be fully trained and certified for forklift operation as required by State and Federal requirements.

## **H. PROPOSAL SUBMITTAL REQUIREMENTS**

### **1. PROPOSAL CONTENTS**

Proposers shall at a minimum include the following in their Proposal packages (original and two

copies of each):

- Complete Proposer's HHW Program Bid Schedule (Pages 15-21 of this Request for Proposals).
- Proposer's standard schedule of fees.
- A description of the Proposer's experience and capability in this type of work including:
  - Resumes of key personnel and staff to be assigned to this project.
  - A list of references of at least five recent projects of a similar nature (i.e. fixed and temporary HW facility operations, CEG program operation) including client names, contact persons, telephone numbers and project descriptions.
  - A description of staff training programs and requirements.
- A description of the Proposer's arrangements for transportation of hazardous wastes to be managed under this project.
- A Waste Management Plan describing the TSDFs and other waste/recycling facilities to be utilized for managing wastes collected under this project including the facility name, address, telephone number, EPA ID number, specific waste streams to be managed at each TSDF listed, and a description of the waste management processes to be utilized.
- A description of auditing procedures used by the Proposer for selecting TSDFs and other waste/recycling facilities and a brief discussion of audit results for those facilities proposed for utilization for this project. The County may request more detailed facility audit information at a later date.
- Detailed and specific information on Proposer's capabilities for emergency response services including location(s) of emergency response groups and equipment, a listing of locations of available emergency response equipment, emergency response capabilities and experience, etc.
- A Discussion of the Proposer's regulatory compliance record including a list of any violations from Oregon Department of Environmental Quality or Federal Environmental Protection Agency over the past five (5) years. For any, serious violations include a discussion of the violation, how it has been addressed and its status.

## **2. DESCRIPTION OF BID PROPOSAL ITEMS**

**2.1 Facility Staffing and Operation-KHW Facility.** This item covers Contractor costs for mobilization, staffing and operation of each 2-day collection event at the KHW Facility. This item shall include costs for providing all staff, labor, materials, tools and equipment necessary for mobilization and facility operations and includes, but is not limited to providing equipment for materials handling (except forklift), providing safety and emergency/spill response equipment, providing personnel protective equipment, site preparation/set-up, site demobilization and clean-up

Itemized fees for Facility Staffing and Operation-KHW Facility include:

- Lump sum fee for mobilization
- Hourly charges for staffing specified personnel. Overtime will be compensated for days where on-site work performed by Contractor personnel exceeds eight (8) hours on a scheduled event day.
- Per diem charges for out of area personnel

**2.2 Facility Staffing and Operation-Temporary HHW Events.** This item covers Contractor costs for mobilization, staffing and operation of each one-day temporary HHW collection event. This item shall include costs for providing all staff, labor, materials, tools and equipment necessary for mobilization and facility operations and includes, but is not limited to providing equipment for materials handling (except forklift), providing safety and emergency/spill response equipment, providing personnel protective equipment, site preparation/set-up, site demobilization and clean-up

Itemized fees for Facility Staffing and Operation-Temporary HHW Events include:

- Lump sum fee for mobilization
- Hourly charges for staffing specified personnel. Overtime will be compensated for days where on-site work performed by Contractor personnel exceeds eight (8) hours on a scheduled event day.

**2.3 HHW Packaging, Transportation and Management.** Fees provided under Packaging, Transportation and Management shall incorporate all costs related to identifying, categorizing, profiling, segregating, packaging (including containers, absorbents, labels, etc.), marking, manifesting, loading, transportation, and final management of HHW received by the Contractor through the KHW Facility and temporary HHW collection events as directed by the Program Manager and in accordance with all applicable State and Federal requirements.

The Fee Schedule includes estimated annual quantities of HHW which will to be used by the County as the basis for evaluating Proposer fees. Proposers are to complete all unit prices as well as calculated extension prices and total cost for the estimated quantities furnished. Fees related to packaging, transportation and management of wastes managed through the CEG Program shall NOT be included in these fees and are to be recovered by the Contractor from CEG Program participants.

It is understood that some waste streams may be packaged in larger or smaller-sized containers, dependent on the volumes of waste received and accumulated at the KHW Facility. Waste volumes and container sizes specified on the Bid Proposal are for bid evaluation purposes only. Unit pricing for alternate size containers will be handled on a case-by-case basis during contract period.

If waste management or packaging methods other than those listed on the Fee schedule are proposed, the Proposer shall specify the alternate method on the table provided on the Fee Schedule. If the Proposer recommends alternate management methods or packaging methods other than those specified on the Fee Schedule, the Proposer shall provide sufficient detail in the proposal to enable the County to evaluate the cost, operational efficiencies, and appropriateness of the alternate methods.

The County reserves the right to manage wastes through alternate vendors as it deems appropriate. Should the County elect to use alternate vendors for specific waste streams, the

County will compensate the Contractor for any packaging materials used to prepare the waste for shipping and management.

It is the County's preference to utilize non-landfill management methods, where feasible. Recycling, fuel substitution, incineration, treatment and other incineration/destruction alternatives will be considered for use as management methods for the program, where practical and in accordance with applicable State and Federal requirements.

## **I. CONTRACTOR SELECTION CRITERIA**

Proposals will be reviewed and evaluated by the County. The County expects to make a selection based on the written proposals. Interviews may be conducted with the top ranking firms if the County decides it is necessary. Selection of the successful Proposer shall, in part, be based on the following criteria:

- Proposed fees as provided on the Fee Schedule  
NOTE: The Fee Schedule includes estimated annual quantities of HHW which will to be used by the County as the basis for evaluating Proposer fees. Proposers are to complete all unit prices as well as calculated extension prices and total cost based on the estimated quantities furnished. Fees related to packaging, transportation and management of wastes managed through the CEG Program shall NOT be included in these fees and are to be recovered by the Contractor from CEG Program participants. Proposed fees will be ranked with a maximum value of 50 points.
- Proposer's experience, qualifications and capabilities in HHW and CEG hazardous waste management including fixed and temporary hazardous waste collection facility operation, staff training programs, internal procedures related to quality control (manifesting and transportation management, invoicing, TSDF auditing and selection, etc.), experience, training and qualifications of staff to be assigned to this project. Proposer experience and qualifications will be ranked with a maximum value of 20 points.
- Proposal completeness and detail will be ranked with a maximum value of 20 points.
- References from public agency clients of the Proposer for whom the Proposer has provided services similar to those sought under this Proposal. References will be ranked with a maximum value of 10 points.

**Proposers must submit three proposal copies by 3:00 p.m. on Tuesday, May 2, 2017 at the Deschutes County Solid Waste Department, 61050 S.E. 27<sup>th</sup> Street, Bend, Oregon 97702. Proposals should be addressed to Chad Centola, Operations Manager. Proposals may be submitted in person or by mail and must be received by the Solid Waste Department by the due date and time specified above. E-mail or facsimile proposals will not be accepted.**



**BID PROPOSAL  
DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE  
HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR  
HAZARDOUS WASTE MANAGEMENT PROGRAM**

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The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; and it is made without collusion with any official of Deschutes County, Oregon, hereinafter called County; and that the Proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the proposal documents; that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this Proposal.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) are, by this reference, incorporated in and made a part of this Proposal. Bidder hereby states that bidder will comply with ORS 279C.840. The Bidder further agrees that all of the applicable provisions of Oregon law relating to labor and health and safety are, by this reference incorporated in and made a part of this proposal.

Bidder certifies that it has a drug testing program in place for its employees, or warrants that a drug testing program will be in place prior to execution of this contract, that the drug testing program is in writing, that new employees must pass a drug screening, that existing employees may be tested for reasonable cause or when an employee is injured or involved in an accident resulting in property damage. Bidder agrees that each subcontractor providing labor under this Contract shall maintain a qualifying drug testing program for the duration of the Contract.

Bidder agrees that if this Proposal is accepted, he will supply all labor, materials tools and equipment required to complete the work as specified in the Request for Proposals for the Deschutes County Department of Solid Waste Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Management Program, dated April, 2017, in accordance with the following bid schedule:

NOTE: The Bid Proposal includes estimated annual quantities for staffing and operation of the HHW Facility and estimated quantities of HHW received which will to be used by the County as the basis for evaluating Proposer fees. Proposers are to complete all unit prices as well as calculated extension prices. Fees related to packaging, transportation and management of wastes managed through the CEG Program are NOT included in these fees and are to be recovered by the Contractor from CEG Program participants.

**1. FACILITY STAFFING AND OPERATION-KHW FIXED FACILITY**

Fee Category		Estimated Annual Quantity <sup>1</sup>	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		22	Lump Sum	\$	\$
Site Supervisor	Regular Time	352	/hour	\$	\$
	Overtime	0	/hour	\$	\$
Chemist	Regular Time	352	/hour	\$	\$
	Overtime	0	/hour	\$	\$
Hazardous Waste Technician	Regular Time	352	/hour	\$	\$
	Overtime	0	/hour	\$	\$
Per Diem <sup>2</sup>	---	66	/staff person	\$	\$
				<b>TOTAL</b>	\$

<sup>1</sup> Assumptions: 22 events/year, 3 staff persons/event (1 supervisor, 1 chemist, 1 hazardous waste technician), 16 hours/event/staff person (8 hours/day), no overtime included for fee evaluation (overtime will be paid in incurred).

<sup>2</sup> Per diem applies only to Contractor personnel requiring overnight accommodations necessary for operation of the HHW facility. Per diem shall include lodging, food, and other sustenance and incidental charges.



**2. FACILITY STAFFING AND OPERATION-TEMPORARY HHW EVENTS**

<b>Fee Category</b>		<b>Estimated Annual Quantity<sup>1</sup></b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b> (Estimated Annual Quantity X unit price)
Mobilization		3	Lump Sum	\$	\$
Site Supervisor	Regular Time	24	/hour	\$	\$
	Overtime	0	/hour	\$	\$
Chemist	Regular Time	24	/hour	\$	\$
	Overtime	0	/hour	\$	\$
Hazardous Waste Technician	Regular Time	96	/hour	\$	\$
	Overtime	0	/hour	\$	\$
				<b>TOTAL</b>	\$

<sup>1</sup> Assumptions: 3 events/year, 6 staff persons/event (1 supervisor, 1 chemist, 4 hazardous waste technicians), 8 hours/event/staff person, no overtime included for fee evaluation (overtime will be paid if incurred).

### 3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Paint Related Materials (Includes paints and stains not acceptable for Oregon Paint Recycling Program)	Loosepack	Fuel Blend/ Energy Recovery	CY box	18	/box	\$	\$
Flammable Liquids (Fuels, solvents, etc.)	Bulk	Fuel Blend/ Energy Recovery	55-gal drum	55	/drum	\$	\$
Combustible Liquids (Oils, fuels etc.)	Bulk	Fuel Blend/ Energy Recovery	55-gal drum	5	/drum	\$	\$
Antifreeze Solutions (Ethylene Glycol, etc.)	Bulk	Recycle	55-gal drum	25	/drum	\$	\$
Toxic Liquids, Organic, Flammable	Labpack	Destructive Incineration	55-gal drum	200	/drum	\$	\$
Toxic Solids, Organic	Loosepack	Destructive Incineration	CY box	15	/box	\$	\$
Aerosols, Flammable (paints, adhesives, etc.)	Loosepack	Destructive Incineration	CY box	15	/box	\$	\$
Compressed Gas, Flammable (propane)	Loosepack	Fuel Blend/ Energy Recovery	5-gal tank	250	/tank	\$	\$
Compressed Gas, Flammable (propane)	Loosepack	Fuel Blend/ Energy Recovery	16 oz. +/- cylinder	1,200	/cylinder	\$	\$
Corrosive Liquids, Acidic, Inorganic	Labpack	Destructive Incineration	55-gal drum	15	/drum	\$	\$
Corrosive Liquids, Basic, Inorganic	Labpack	Destructive Incineration	55-gal drum	15	/drum	\$	\$
Ammonia Solutions	Labpack	Destructive Incineration	55-gal drum	5	/drum	\$	\$
Oxidizing Solid	Loosepack	Destructive Incineration	30-gal drum	2	/drum	\$	\$
Oxidizing Liquid	Labpack	Destructive Incineration	30-gal drum	2	/drum	\$	\$

**3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT (Cont'd)**

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Organic Peroxide	Labpack	Destructive Incineration	5-gal pail	3	/pail	\$	\$
Fluorescent Tubes	Loosepack	Recycle	Box	60,000	/lin. ft.	\$	\$
Non-DOT Regulated HID/CFL Bulbs	Loosepack	Recycle	55-gal drum	15	/drum	\$	\$
Non-RCRA PCB Waste, Solid (Capacitors, Ballasts)	Loosepack	Recycle	55-gal drum	2	/drum	\$	\$
Mercury	Labpack	Recycle	5-gal pail	3	/pail	\$	\$
Batteries-Lithium	Labpack	Recycle	5-gal pail	30	/pail	\$	\$
Batteries-Nickel Cadmium	Labpack	Recycle	30-gal drum	6	/drum	\$	\$
Fusees	Loosepack	Destructive Incineration	5-gal pail	5	/pail	\$	\$
						<b>TOTAL</b>	

**4. ALTERNATE PACKING/WASTE MANAGEMENT FEE SCHEDULE (OPTIONAL)**

NOTE: If waste management methods, packing and/or container size other than those listed above are proposed, the Proposer shall specify the alternate method below. If the Contractor proposes to use alternate packaging methods other than those specified above, the Proposer shall provide sufficient detail in the proposal to enable the County to evaluate the cost, operational efficiencies, and appropriateness of the alternate methods.

Waste Type	Packing Method	Management Method	Container Size	Price/Container
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

It is understood that the right is reserved by Deschutes County to reject any or all proposals or bids. In the event that the Contract is not awarded within thirty (30) days after the receipt of bids, the Bidder will be released from his bid unless an extension of time is mutually agreed upon.

The name of the Contractor who is submitting this Proposal is:

---

Firm Name

---

Address City State Zip

IN WITNESS HERETO, the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Signature Title

---

Printed Name Email Address

---

Telephone Number FAX Number

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 2017-\_\_\_**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Solid Waste Department (County) and \_\_\_\_\_ (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be August 1, 2017 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on July 31, 2018, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: \_\_\_\_\_

Federal Tax ID# or Social Security #: \_\_\_\_\_

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for profit  Corporation-non-profit  Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.** NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name (please print) Date

**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2017

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2017

DESCHUTES COUNTY DIRECTOR OF SOLID WASTE

\_\_\_\_\_  
TAMMY BANEY, Chair, County Commissioner

\_\_\_\_\_  
TIMM SCHIMKE

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair, County Commissioner

\_\_\_\_\_  
PHILIP G. HENDERSON, County Commissioner

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
1. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
  - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
  - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
  - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
  - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
    - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
    - 2) This Contract may be modified to accommodate the change in available funds.

- 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
- 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
  - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

**7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
  - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) Subject to the limitations under paragraph 8 of this Contract.

**8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the



total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.

- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

**11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

**12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

**13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

**14. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose

criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**15. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

**16. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

**17. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
  - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
  - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
  - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
  - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

**18. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising

from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**19. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:

<https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>

**20. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**21. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

**22. Waiver.**

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**24. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

**25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

\*

Fax No.

To County:

Tom Anderson  
County Administrator  
1300 NW Wall Street, Suite 200  
Bend, Oregon 97701  
Fax No. 541-385-3202

**27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

**29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

**30. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor

- enforceable in accordance with its terms;
- 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**31. Representation and Covenant.**

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

**EXHIBIT 1**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2017-\_\_\_\_\_**  
**STATEMENT OF WORK, COMPENSATION**  
**PAYMENT TERMS and SCHEDULE**

**1. Contractor shall perform the following work:**

- a. Furnish Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Management Program Services in accordance with the following documents attached hereto and made part of this Contract by this reference:
  - 1) Deschutes County Request for Proposals for the Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Management Program dated April, 2017.
  - 2) \_\_\_\_\_ proposal for Household and Conditionally Exempt Generator Small Quantity Hazardous Waste Management Program dated \_\_\_\_\_, 2017.

**2. County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:

- a. Those services and equipment specified in part G of the Deschutes County Request for Proposals for the Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Management Program dated April, 2017.

**3. Consideration.**

- a. County shall pay Contractor on a unit price basis for each household hazardous waste collection event completed, as presented in the \_\_\_\_\_ Cost Proposal dated \_\_\_\_\_, 2017, which is attached hereto and made a part of this Contract by this reference.

- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5

YES  NO [Check one]

**4. Maximum Compensation.**

- a. The maximum compensation under this contract, including allowable expenses, is \$\_\_\_\_\_.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
  - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
  - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

**5. Schedule of Performance or Delivery.**

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule: Submittal of progress invoices after the completion of each household hazardous waste collection event in accordance with the unit pricing presented in the \_\_\_\_\_ proposal for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Management Program dated \_\_\_\_\_, 2017.

- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2017-\_\_\_\_\_**  
**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.**

**Contractor Name** \_\_\_\_\_

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit    Annual Aggregate limit

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County     Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

Per Single Claimant and Incident    All Claimants Arising from Single Incident

- |   |   |
|---|---|
| <input type="checkbox"/> \$1,000,000            | <input type="checkbox"/> \$2,000,000            |
| <input checked="" type="checkbox"/> \$2,000,000 | <input checked="" type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000            | <input type="checkbox"/> \$5,000,000            |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County     Not required by County (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County       Not required by County (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date



04/06/17



**EXHIBIT 3**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2017-**  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Shall Complete A or B in addition to C below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

<b>I certify under penalty of perjury that Contractor is a [check one]:</b>		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
authorized to do business in the State of Oregon.		
_____	_____	_____
Signature	Title	Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

<b>Contractor certifies under penalty of perjury that the following statements are true:</b>	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <b><u>and</u></b>	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <b><u>and</u></b>	
3. All of the statements checked below are true.	
<b>NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.</b>	
___ A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
___ B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
___ C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
___ D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
___ E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
_____	_____
Contractor Signature	Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT 4**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2017-\_\_\_\_**  
**Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

**EXHIBIT 5**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2017-\_\_\_\_\_**  
**Expense Reimbursement**

- 1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
  - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
    - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
    - 2) Travel expenses shall be reimbursed for official County business only.
    - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
    - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
    - 5) Personal expenses shall not be authorized at any time.
    - 6) All expenses are included in the total maximum contract amount.
  - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
  - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
  - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
  - e. Except where noted, detailed receipts for all expenses shall be provided.
  - f. Charge slips for gross amounts are not acceptable.
  - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
  
- 2. Approved reimbursements:**
  - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
    - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
    - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
    - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
  - b. Meals.
    - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
    - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
      - a) Breakfast, \$10;
      - b) Lunch, \$12;
      - c) Dinner, \$22.
    - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
      - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
      - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
      - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA, and are subject to change accordingly.

c. Lodging.

- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
- 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2017-\_\_\_\_**  
**Compliance with provisions, requirements of funding source and**  
**Federal and State laws, statutes, rules, regulations, executive orders and policies.**  
**Conflicts of Interest**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date