



# Request for Proposal Hazardous Waste Disposal Services at the Glenwood - Central Receiving Station

**Contract WM 10/11-04**

**Lane County Public Works Department  
Waste Management Division  
3100 East 17th Street  
Eugene, OR 97403  
(541) 682-4339**

**Submission Deadline: Wednesday, June 23, 2010 at 12:00 p.m.  
Proposal Opening: Wednesday, June 23, 2010 at 12:01 p.m.**



Lane County Waste Management  
Hazardous Waste Disposal Services at the  
Glenwood Central Receiving Station

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Lane County Waste Management  
**Hazardous Waste Disposal Services at the  
Glenwood Central Receiving Station**

## **INVITATION TO SUBMIT PROPOSALS WM 10/11-04**

Notice is hereby given that sealed proposals for Hazardous Waste Disposal Services, to Lane County. Proposals will be received by Larry Gibbs or Chad Ficek, Special Waste Analyst, Lane County Public Works Department, at the Waste Management Division Offices, 3100 E. 17th Avenue, Eugene, Oregon, 97403 until 12:00 p.m. on Monday, June 21, 2010, at which time all proposals received proper in form shall be publicly opened and proposer's name will be read aloud. This contract includes options to renew.

A copy of the proposal specifications and documents may be obtained at the Lane County Waste Management Division, 3100 E. 17th Avenue, Eugene, Oregon, 97403. Request may be made in person, by mail, or by telephone to Larry Gibbs or Chad Ficek, Lane County Department of Public Works, Special Waste Analyst, (541) 682-3899 or 682-3828.

All proposers must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

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

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Lane County Waste Management  
**Hazardous Waste Disposal Services at the  
Glenwood Central Receiving Station**

## **PROPOSAL INSTRUCTIONS WM 10/11-04**

The general conditions and instructions for submission of proposals for this Request For Proposal (RFP) are:

1. Proposals will be accepted until 12:00 p. m., Monday, June 21, 2010. Each proposal shall include the name of the individual who will serve as the prime contact in responding to questions or finalizing the service specifications. All proposals will be opened at 12:01 p.m., Monday, June 21, 2010.

2. Proposals shall be submitted to:

Larry Gibbs or Chad Ficek, Special Waste Analyst  
Lane County Waste Management Division  
3100 E. 17th Avenue  
Eugene, Oregon 97403

3. Proposals must be received in the following conditions:

- Not later than 12:00 p. m., Monday, June 21, 2010.
- Completed, SIGNED and NOTARIZED Proposal Page
- Qualifications Statement
- Three (3) copies in a sealed envelope.
- \$100 Bid Security (check or money order payable to Lane County Department of Finance and Management Services)
- The outside of the sealed envelope shall be clearly marked with the PROPOSER'S Name, Address, Request for Proposal Title and Number (WM 10/11-04), and the Opening Date.

4. Lane County may reject any or all proposals for failure to comply with prescribed competitive procedures and requirements, and for good cause upon a finding that it is in the public interest to do so. The County is under no obligation to award a contract if, in its opinion, no suitable contractor can be determined.

5. All submitted proposals remain the property of Lane County.

### **PROTEST OF PROCESS AND SOLICITATION DOCUMENT**

Prospective proposers may protest the RFP process or provisions in the solicitation document if they believe the process is contrary to law, or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name pursuant to LM 21.105(6). Such protests shall be submitted to the Waste Management Division Manager a minimum of 10 days prior to the proposal opening in accordance with OAR 137-047-0730 and Lane Manual 21.105(6).

### **PROPOSAL EVALUATION**

1. The evaluation and interview committee (the "evaluation committee") will consist of four Lane County employees: Jeff Bishop, Waste Management Superintendent, Sarah Grimm, Waste Reduction Specialist, Larry Gibbs and Chad Ficek, Special Waste Analysts.

2. The evaluation of the proposal will be used as the basis for a contract. The RFP responses will be evaluated upon the **Basis for Selection on page 14 of this document.**

3. Oral interviews of the proposers by the evaluation committee may be scheduled at the sole discretion of the County.

4. The Evaluation Committee will make its proposed selection of a contractor, if any, as soon as reasonably possible, and will notify all proposers in writing of the selection and intent to award. The Evaluation Committee will then forward its proposed selection recommendation to the Board of Commissioners as an intent to award the contract.
5. This is not a construction or public work contract and proposer does not need an asbestos abatement license.

### **RECOMMENDATION AND AWARD OF CONTRACT**

Proposers should be aware that the findings of the Evaluation Committee will result in a recommendation and intent to award a contract. The final decision of the actual award of a contract rests with the Board of Commissioners or its authorized representative(s).

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

1. To reject any and all proposals.
2. To issue subsequent Requests for Proposals, if desired.
3. Not to award a contract for the requested services.
4. To waive any irregularities of informalities in any proposal.
5. To negotiate with any Proposer to further amend, modify, refine or delineate its proposal, the contract price as it is affected by negotiating the scope of the purchase, and specific contract terms.
6. To award a contract for all or part of the services proposed.
7. To negotiate and accept without re-advertising the Request for Proposal, the proposal of the next highest scoring proposer in the event that a contract cannot be successfully negotiated with the selected proposer. This process may continue with any other proposer before the Evaluation Committee's recommendation is forwarded for executive approval.

### **AWARD AND EXECUTION OF CONTRACT**

1. **The basis for selection is described in the section beginning on page 14.**
2. Proposers should be aware that the delivery or furnishing of the service cannot commence until a contract is duly and properly executed.
3. In the event more than sixty (60) days elapse between the date on which the proposal is opened and the date on which the contract is prepared, readied for execution, and submitted to the proposer, consideration will be given by Lane County to the granting of an extension of time to the proposer for fulfillment of the contract to offset any delay in the contract actually occasioned by said lapse of more than sixty (60) days.
4. Final award of a contract to the successful proposer is conditioned on the successful proposer executing a contract provided by the county and returning it and all required insurance certificates within 14 days (not including Sunday) from the date of receiving the form of contract from Lane County Waste Management Division, or such further time as the successful proposer and the county agree. Failure on the part of the successful proposer to execute the contract and to deliver the contract and required insurance certificate as provided above constitutes just cause for cancellation of the contract award.

### **REQUEST FOR PROPOSAL PROVISIONS AND CONDITIONS**

1. Any proposal may be withdrawn at any time prior to the time fixed in the public notice for receipt of proposals, by providing written request for withdrawal executed by the proposer or a duly authorized representative. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal. A proposal will not be accepted after the time as stated in the notice to proposers (page 1). All proposals are irrevocable for a period of 60 days from the day of opening.
2. Proposers must satisfy themselves by personal examination of the specifications and provisions, and by such other means as they prefer, as to the actual conditions and requirements of the specifications and provisions. After submission of the proposal, Lane County will not consider any dispute, complaint, or assertion that there was any misunderstanding in regard to the nature, quality or description of the material to be supplied or work to be performed.

### **CONTRACT TERMS AND CONDITIONS**

The applicable contract terms are those set forth in the sample contract included on page 26 of this packet.

## REJECTION AND ACCEPTANCE OF PROPOSALS

1. ORS 279B.100. Lane County may reject any proposal not in compliance with all prescribed public proposing procedures and requirements, and may reject for good cause any or all proposals upon a finding of the agency it is in the public interest to do so.
2. Proposals may be rejected if they show any alteration of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind.
3. Proposals will be rejected if they are not signed and notarized.
4. When proposals are signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a power of attorney must be on file with the Director of the Department of Finance and Management Services prior to opening of proposals or the power of attorney must be submitted with the proposal. Failure to provide the required power of attorney will result in the proposal being rejected as irregular.

## GENERAL SPECIFICATIONS

1. The services being solicited by this RFP are described in the specifications included within this RFP.
2. In case of conflict between the specifications and the general provisions, the specifications take precedence over and will be used in lieu of such conflicting portions of the general provisions.
3. Silence of specifications: The apparent silence of these specifications and any supplemental specifications as to any detail of the apparent omission from it of a detailed description concerning any point means that only best commercial practice is to prevail and that only material and workmanship of first quality are to be used.
4. All proposers must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

## CERTIFICATE OF INSURANCE

During the term of the contract, the selected contractor must hold and maintain insurance in the amounts specified on the Insurance Requirements page of this RFP and according to the terms set forth in the attached sample contract. The selected contractor must also deliver a certificate of insurance as specified by the sample contract to:

Lane County Public Works  
Waste Management Division  
3100 East 17th Avenue  
Eugene, OR 97403  
Attention: Larry Gibbs or Chad Ficek

Please see Insurance Requirements page and attached sample contract for insurance specifications.

## DEVIATIONS

Any deviations to specifications must be submitted on a separate "Deviations Page."

## BID BOND REQUIREMENTS

1.  A surety bond issued by a surety company authorized to do business in Oregon or a cashier's check or certified check of the proposer made payable to Lane County Department of Finance and Management Services in the amount of \$100.00 must accompany each proposal as security. The bid bond shall be valid for a minimum of 60 days. **The form for the bid bond is on page 30 of this packet.**

Lane County will return the bid security to the successful proposer upon execution and delivery of the Contract and Bond to Lane County. Any proposer who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or performance bond (when required) forfeits the bid security that accompanied the proposal. The contract and performance bond must be executed and delivered to the County within ten (10) days (excluding Sundays) of the day of the receipt by the successful proposer of the prepared contract. If the contract and the performance bond are not received by the County within the time limits, the County, at its option, may determine that the proposer has abandoned the bid award, in which case the bid security shall become the sole property of Lane County, and shall be considered as liquidated damages, and not as a penalty for failure of the proposer to execute the contract and performance bond. The bid

security of unsuccessful proposers shall be returned to them after the successful proposer has executed and delivered the contract or performance bond to the County.

- a. or
- 2. [ ] No bid bond is required as security.

### **DISQUALIFICATION OF PROPOSERS**

- 1. More than one proposal from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one proposal, will be cause for the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof, has an interest.
- 2. If there is reason to believe that collusion exists among proposers, none of the proposals of the participants in such collusion will be considered; all involved proposals shall be rejected. Proposals in which prices are obviously unbalanced may be rejected.

### **RIGHT OF PROTEST**

Anyone responding to this Request for Proposal who is not recommended for award by the **evaluation committee** may **protest the recommendation and intent to award to the decision maker**, either the Board of County Commissioners or County Administrator, in accordance with Lane Manual 21.107(14).

- a. Any protest must be made in writing, be received before the contract is awarded by the decision maker, clearly state the grounds for the protest, and indicate what condition(s) resulted in the proposal not being recommended for award. Any protest which does not comply with the applicable procedures may be rejected.
- b. Any protest must be received by the department which issued the Request for Proposal not later than seven (7) calendar days after notice of the evaluation committee's intent to award recommendation was mailed. Upon receipt of the protest, the department shall notify the evaluation committee, and the Proposer recommended for award, of the protest. The Proposer and committee have three (3) calendar days from the date the protest was filed to respond to the protest in writing, if they so desire.
- c. When a protest is filed, the department responsible for preparing the Request for Proposal shall prepare a written analysis of the protest, and make a recommendation to the Board as to appropriate action to be taken.
- d. The grounds for protest are:
  - 1. Differing criteria were used to evaluate different proposals;
  - 2. The evaluation committee unfairly applied the evaluation criteria to a proposal;
  - 3. A member or members of the evaluation committee had a relationship with a responder to the Request for Proposal that represented a conflict of interest;
  - 4. The criteria used to evaluate the proposals did not pertain to the services or products requested; or
  - 5. A member or members of the evaluation committee demonstrated bias toward a proposal or responder.
  - 6. The County abused its discretion in rejecting the protestor's proposal as non responsive.
  - 7. The evaluation of the proposals is otherwise in violation of any applicable provisions of ORS 279A.
- e. If the decision maker is the Board of County Commissioners, the department which issued the Request for Proposal shall present the issues. The protestor shall then have ten (10) minutes to specifically address the protest criteria and the evaluation committee and the recommended Proposer shall have ten (10) minutes to respond, divided between them as they wish. If the decision maker is the County Administrator, the decision shall be made on the written record.
- f. The decision maker shall carefully evaluate any protest before rendering a decision and shall state the conclusions reached and reasons either in writing or on the record in a public meeting. Any decision to overturn the recommendation shall be based on a finding that one of the criteria of Lane Manual 21.107(14) (d) occurred to the substantial prejudice of the protestor.



Lane County Waste Management  
**Hazardous Waste Disposal Services at the  
Glenwood Central Receiving Station**

## **SPECIFICATIONS WM 10/11-04**

### **BACKGROUND**

Lane County seeks proposals for hazardous waste disposal services involving pickup of hazardous materials at the Glenwood - Central Receiving Station (CRS). Since 1998, Lane County has operated a permanent hazardous waste collection facility at the Glenwood site for households and small quantity conditionally exempted generators (CEG's), and conducts 5-6 mobile collections per year. All pick-up of hazardous wastes must be made at the Glenwood CRS and all proposals should be priced accordingly. The goals of Lane County Waste Management are to manage resources, to preserve environmental quality, to protect the county owned landfill and to provide the citizens of Lane County the opportunity to manage hazardous material properly. Of the standard disposal options -- reuse, recycling, energy recovery, neutralization, destructive incineration and landfill -- Lane County prefers those resulting in the most beneficial use, with the highest degree of preference being placed on reuse and descending to the least preferred disposal option of landfill.

### **SOLID WASTE MANAGEMENT PLAN**

Lane County is committed to providing the opportunity to properly dispose of hazardous materials to the citizens of the county. The Solid Waste Management Plan for Lane County, written by Lane County Staff and the Lane County Resource Recovery Advisory Committee, and adopted by the Board of Commissioners, outlines the need for a permanent Hazardous Waste Disposal system in Lane County (section 8.2.2 and 8.2.3).

### **SCOPE OF WORK**

1. The hazardous waste disposal contract is for disposal of RCRA hazardous, PCB's, non-RCRA waste and supply of materials for packaging of hazardous waste.
2. Contractor shall pick-up and remove all properly packaged and labeled wastes that are included in a current approved profile when requested by Lane County. By mutual agreement additional categories of waste, along with agreed upon pricing and approved disposal facilities, may be added to the schedule of disposal categories. Contractor shall assist Lane County with obtaining approved waste profiles when needed.
3. Lane County will provide at least 10 calendar days notice for establishing a pickup date.
4. Contractor shall provide drum labels and filled out Uniform Hazardous Waste Manifests for Lane County signature for each waste shipment.
5. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, Contractor shall dispose of all such hazardous wastes at DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's).
6. Contractor shall use a hazardous waste manifest when transporting wastes that are shipped from Lane County directly to permitted TSDF's. Contractor shall consider Lane County the generator for manifesting purposes. Contractor shall ensure that TSDF's send signed manifest copies to Lane County within standard processing times.
7. For all TSCA-regulated PCB-containing wastes, Contractor shall comply with all reporting and other requirements in state and federal regulations addressing PCB materials.
8. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, the Oregon Department of Transportation, and any local regulations relating to the wastes managed under this contract.
9. Lane County plans to participate in the Oregon Paint Product Stewardship Program and intends to send all of the county's architectural paint through that program. Contractor will be responsible for disposal of all paint and paint

related materials that do not qualify for the paint program. Lane County estimates that this will be 15 to 20 loosepack gaylords per year.

10. Lane County prefers to ship in loosepacks or bulk containers. Currently toxic solids, flammable aerosols, paint related materials (tars, adhesives, glues) are shipped in gaylord boxes. Flammable liquids and processed oil-based paint are shipped in bulk containers whenever possible. Lane County owns two paint crushing machines, 15 stainless steel IBC totes that are used to ship bulk paint related materials (PRM) and flammable solvents. Lane County has 11, 300-gallon and 4, 350-gallon, and 1, 180-gallon totes. The totes are returned for reuse after they are emptied. Totes are returned when the next hazardous waste shipment is picked up. This saves us money on drum purchasing and reduces potential for spills due to the reduction in the number of times we have to change out a container during operations.
11. For every manifest of waste picked up from Lane County by Contractor, Contractor shall provide a written report certifying disposition of the waste. This report must include the manifest number, the date picked up from Lane County, the Lane County facility it was shipped from, the name and location of the recycling, treatment, storage or disposal facility that the waste was transported to, and the disposal method. Each report shall be signed by a responsible company representative.
12. Lane County reserves the right to remove any facility from the list of approved facilities.
13. Contractor shall allow Lane County representatives to visit any facility owned or operated by Contractor that receives waste pursuant to this contract. Contractor shall provide access to all areas where Lane County wastes are stored or processed, and all paperwork files relating to Lane County waste.
14. Liquidated Damages: Currently Lane County owns 10, 300-gallon IBC reusable stainless steel totes that are used for the shipment of paint related materials (PRM). Contractor must return emptied PRM totes to Lane County on the next scheduled waste pick up date. In 2009, Lane County shipped waste once a month with a total of 27 totes of PRM shipped, for an average of three totes per shipment. In the event that the Contractor is unable to return the emptied PRM totes to Lane County by the next scheduled waste pick up, Contractor will pay the cost of extra labor incurred by Lane County, as well as the cost to use DOT 55 gallon Open Top steel drums, reconditioned or new depending on what is available to Lane County at the time. Costs are estimated at \$200.00 per IBC tote that is not returned by scheduled date. These charges are based on the cost for 5 DOT 55 gallon Open Top drums, reconditioned or new, and two hours of Lane County Special Waste staff labor plus overhead, \$50.00 per hour. In the event that the Contractor is unable to return the IBC tote due to loss or damage, the Contractor shall provide, free of charge, an equivalent replacement.

## **FACILITIES AND EQUIPMENT**

Lane County Waste Management Hazardous Waste Collection Facility is designed with a truck loading dock and has a forklift and electric pallet jack available for loading and unloading of materials.

## ESTIMATED HAZARDOUS WASTE

LANE COUNTY  
HAZARDOUS WASTE TOTALS AVERAGED FOR 2007- 2009

Waste Type	Weight (lbs.)	Drum Total (55 gallon equivalents)
Flammable liquids (solvents)*	80,500	161
Paint Related Materials*	102,000	170
Toxic, liquids	29,500	118
Toxic, liquids - Bulk	3,350	9
Toxic, solids*	15,500	62
Aerosols	10,650	150
Corrosive, caustic	6,750	27
Corrosive, caustic - Bulk	1,200	3
Corrosive, acid	6,000	24
Corrosive, acid - Bulk	885	3
Alkaline batteries	800	1
Other batteries	1,110	2
Wet Cell Ni-Cd	500	1
PCB ballasts - leaking	800	1
PCB ballasts – non leaking	775	4
PCB Oil - Bulk	250	1
Oxidizers	2,750	11
Oxidizers - Bulk	600	2
Reactives	800	3
Mercury	3,750	15
Non RCRA	10,800	27
<b>TOTAL</b>	<b>279,270</b>	<b>795</b>

\*Flammable liquids, paint related materials, flammable aerosols and toxic, solids are usually the only items shipped as bulk containers, cubic yard or 1.5 cubic yard boxes. All others are usually shipped as loosepack or labpacks.

### LANE COUNTY RESPONSIBILITIES

Lane County Special Waste Staff will collect, segregate and properly package all hazardous materials into approved DOT containers. Staff will mark and label all containers to contractor's specifications before shipment. Staff will communicate to the Contractor to schedule a shipment; listing the type and number of containers for shipment and supplies required.

### CONTRACTOR RESPONSIBILITIES

The Contractor shall pick up hazardous waste within 14 calendar days of Lane County's request for service. Contractor will be responsible for transportation of materials from Household Hazardous Waste Collection Center located at Glenwood - CRS to a designated transportation, storage, and disposal facility (TSDF) and shall provide for the safe management of collected waste in compliance with all applicable state and federal regulations. The Contractor shall provide Lane County with a completed manifest, placards and drum labels prior to shipment. The Contractor is responsible for loading and checking the shipment to insure that it meets all state and federal requirements. The Contractor shall provide and affix the appropriate placards to its vehicle prior to leaving the collection site. The contractor shall deliver all supplies and re-useable IBC totes requested.

### FAMILIARIZATION

Any questions relating to the conditions of this Request for Proposal or the meaning of any language contained in this Request for Proposal should be directed to Larry Gibbs or Chad Ficek, Special Waste Analyst, 3100 East 17th Ave., Eugene, Oregon, 97403; (541) 682-3899 or 682-3828. Email: [larry.gibbs@co.lane.or.us](mailto:larry.gibbs@co.lane.or.us) or [chad.ficek@co.lane.or.us](mailto:chad.ficek@co.lane.or.us)

## PAYMENT

Lane County will evaluate proposals on the basis of price and other factors described in this RFP. The contractor selected through this RFP will be paid on the basis of price per unit for all hazardous waste collected. The price per unit will be inclusive of all costs, including the cost of transportation and disposal, additional security, and environmental or fuels surcharges. Additionally, the selected contractor will not be paid additional sludge fees for paint related materials after the totes or drums are processed.

## BASIS FOR SELECTION

Lane County will evaluate proposals according to the following criteria. A maximum of 100 points will be awarded covering five distinct areas of Contractor fitness: price, packaging requirements, experience, cultural competence, and additional services. Points will be awarded as follows:

1.	Contract Price	40 Points
2.	Packaging requirements	30 Points
3.	Experience	15 Points
4.	Cultural Competence	5 Points
5.	Disposal Option Emphasis	5 points
6.	<u>Additional Services Offered</u>	<u>5 Points</u>
	Possible Points	100 Points

### 1. Price - 40 Points Maximum

The proposal with the lowest price will receive the full 40 points. Other proposals will have one point deducted from the full amount (40 points) for each \$1,000.00 above the lowest bidder.

### 2. Packaging Requirements - 30 Points

Submit a copy of your company's packaging requirements for lab packs, loosepacks and bulk containers. Also list testing requirements for any containers the contents of which are unknown or non-distinct that are 5 gallon and less for labpacking and bulk containers larger than 5 gallons. The evaluation committee will award maximum points to the company with the least restrictive and most cost effective packaging requirements. Other proposals will be awarded fewer points in increments of five points according to the reasonable judgment of the evaluation committee.

### 3. Experience - 15 Points

The evaluation committee will award a maximum of 15 points to the proposer with the most experience similar to that requested and which is necessary to accomplish Hazardous Waste Disposal Services. Please list all agencies or companies (up to a maximum of five) with whom your company has or has had similar hazardous disposal contracts, and include contact names and phone numbers. Proposals indicating five such contracts will receive the maximum of 15 points. Proposals indicating less experience will receive fewer points in increments of three. Please list any citations, violations or disciplinary actions that your company has received in the last five years. Notwithstanding the above, Lane County may deduct experience points due to disciplinary history, to be determined according to the evaluation committee's reasonable discretion.

### 4. Cultural Competence - 5 Points

Lane County is fully committed to equal opportunity and diversity. To make this happen and to insure that businesses owned by minorities, women, and persons with disabilities, emerging small businesses, and other disadvantaged business enterprises are provided with full and equal opportunity in gaining access to all County public contracting opportunities, the County expects its contractors to maintain high marks in their Cultural Competence.

Cultural Competence is defined as having developed the behaviors, attitudes and policies that will enable the organization and its employees to deliver services in ways that will meet the wants and needs of diverse groups.

- Describe the goals and policies of your firm relating to diversity.
- How does this impact your operations, and how will it be reflected in your operational plans.

The evaluation committee may award up to five points in this category according to its reasonable discretion.

### 5. Disposal Option Emphasis – 5 Points

Of the standard disposal options -- reuse, recycling, energy recovery, neutralization, destructive incineration and landfill – Lane County prefers those resulting in the most beneficial use, with the highest degree of preference being placed on reuse and descending to the least preferred disposal option of landfill. To demonstrate the importance of this hierarchy, the evaluation committee will award points, in one point increments, to those proposers who have shown a commitment to utilizing these principles. The evaluation committee will award points according to its reasonable discretion.

**6. Additional Services - 5 Points**

This Request for Proposal defines the services for which Lane County seeks a contractor. However, it is possible that the County has not anticipated additional services that might add to the service levels provided to site users under the resulting contract. Therefore, Lane County will entertain suggestions from potential contractors for such additional services. The evaluation committee may, in its reasonable discretion, choose to award from zero to five points in this category.

## VERIFICATION

Lane County reserves the right to further question any proposer to substantiate claims of experience and to inspect or audit any facilities proposed for use in the Hazardous Waste Disposal operation.

## PROPOSER'S QUALIFICATION STATEMENT

In order to qualify for consideration of contract award, proposers must submit a Proposer's Qualification Statement. **This statement must provide the following information in the same numerical order as outlined below:**

1. The names and resumes of one or more individuals who will serve as Contractor's Key Staff during the contract period, as well as the role of each Key Staff person in interacting with Lane County. Key Staff includes any technical or sales staff that will have significant contact with Lane County while carrying out work under the contract.
2. Describe your firm's experience with transportation and disposal of hazardous wastes in general, and with household hazardous wastes and CEG wastes specifically. Describe any experience specific to the Pacific Northwest.
3. Describe your experience with managing commingled household and CEG wastes, if any. Include in the descriptions the number of years of experience, the varieties of waste handled, and the number of different programs or clients served.
4. Include a list of at least five present customers (preferably located in the Pacific Northwest) of your firm who can attest to your firm's performance in transportation and disposal of household and CEG hazardous wastes. If possible these customers should be familiar with Key Staff proposed in # 1 above. Include contact person and phone number.
5. List all regulatory permits currently held by your firm that apply to transportation, handling, or disposal of hazardous materials and hazardous waste. Provide the name, address, telephone number, and if possible a contact person for all regulatory agencies that oversee compliance for these permits. List all Notices of non compliance, fines within the last five (5) years.
6. Fill out completely the Pricing Schedule, indicating for each material the disposal process, any special packing requirements and unit price. Include shipping with all unit prices. Indicate the minimum and maximum load size that will be pick-up for the unit prices bid.
7. Describe packaging requirements for all waste streams in the Pricing Schedule, including requiring drum inventory sheets, labpack requirements, separation of organic versus inorganic compounds, etc.
8. A detailed description of all other fees or costs that would be incurred in the course of performing duties described in the scope of work, including but not limited to: transportation charges, profiling fees, surcharges for unusually small or large shipments, sludge fees, security, energy or fuel surcharges etc.
9. List the location of the main Transportation, Storage and Disposal Facility, TSDF that your firm will be transporting waste picked up from Lane County's Household Hazardous Waste Collection Center to. Include the driving distance, in miles, between the facilities. If the vehicles used to transport waste pick up from Lane County's Household Hazardous Waste Collection Center originate from a location other than the above mentioned main TSDF, list their location of origin and the driving distance, in miles, to Lane County's Household Hazardous Waste Collection Center. If the supplies listed in the Price Schedule originate from a location other than the above mentioned main TSDF, list the location of origin and the driving distance, in miles, to Lane County's Household Hazardous Waste Collection Center.
10. A description of any additional services which the proposer would offer to deliver to Lane County as a part of this contract, but which are not specifically required under this contract.
11. Each proposal must contain a statement concerning whether the proposer is a resident proposer as defined in ORS 279A.120(1)(b).  
Yes;  No  .

## RIGHT TO AUDIT

The County reserves the right to inspect all the facilities, records, books and financial documents pertinent to the materials collected and delivered through the Hazardous Waste Disposal contract.

## GENERAL CONDITIONS AND REQUIREMENTS

A. This RFP does not commit Lane County to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Lane County reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Contractor shall be financially responsible for any damages or losses to County property and facilities as a result of their operations, equipment, or personnel.

C. Lane County is not responsible for losses due to theft or vandalism to collected materials or to Contractor's property or equipment.

### **CONTRACT TERM AND RENEWAL**

The contract term for Hazardous Waste Disposal Services is July 1, 2010, through June 30, 2011. The contract, however, may be renewed for up to two additional years, in one-year increments, subject to annual reviews.

By May 1, of each year, the County will contact the Contractor to determine the Contractor's intent to renew the contract for an additional year. The option for renewal will ultimately be subject to the discretion of the County.

Prospective proposers should understand that the County may choose not to renew this contract, and any decision to renew or not to renew is at the County's sole discretion.

## **INSURANCE REQUIREMENTS**

Insurance is required. Details will be found on the Insurance Coverage Page. Proposers should note that Worker's Compensation Insurance is required under the terms of this contract. If a proposer is not required to carry Worker's Compensation Insurance due to the structure of the proposer's organization, then a letter from the State Accident Insurance Fund certifying such an exemption must be provided to County in lieu of a Worker's Compensation Certificate of Insurance.

## INSURANCE COVERAGES REQUIRED

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

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

<i>COVERAGES</i>	<i>LIMITS</i>
___ Explosion & Collapse	___ \$2 million per occurrence
___ Underground Hazard	___ Oregon Tort Claim limits currently at \$1 million combined single limit per accident or occurrence; \$2 million all claimants per accident or occurrence (aggregate)
___ Products/Completed Operations	___ Other
___ Contractual Liability	
___ Broad Form Property Damage	
___ Owners' & Contractors' Protective	

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

\_\_\_ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional insureds.

*LIMITS*

- \_\_\_ \$2 million combined single limit per accident for bodily injury and property damage
- \_\_\_ Not less than the Oregon Tort Claims limits
- \_\_\_ \$1 million combined single limit per accident or occurrence
- \_\_\_ \$2 million all claimants per accident or occurrence (aggregate)

\_\_\_ **PROFESSIONAL LIABILITY** insurance – with limits not less than \$1 million per occurrence.

\_\_\_ **POLLUTION LIABILITY INSURANCE** – with limits not less than \$1 million per occurrence.

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

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

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

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

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

**Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.**

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**Lane County Waste Management  
Hazardous Waste Disposal Services at the  
Glenwood Central Receiving Station**

**LANE MANUAL CHAPTER 21.130,  
Standard Provisions, WM 10/11-04**

**21.130 Standard Contract Provisions.**

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

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

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

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

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

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

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

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

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

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

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

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

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

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

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

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

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

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

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

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

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or qualities are otherwise equal.

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

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

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

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

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

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

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

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

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

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

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06)*

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Lane County Waste Management  
**Hazardous Waste Disposal Services at the  
 Glenwood Central Receiving Station**

**PROPOSAL TO LANE COUNTY –  
 WM 10/11-04**

The proposer offers to provide Hazardous Waste Disposal Services at the Glenwood Central Receiving Station for the following charges per unit. Charges to the County shall be based on actual amounts of materials shipped for disposal.

Contractor proposes to charge per unit price per container size based on pricing schedule according to the specifications of the Hazardous Waste Disposal contract WM 10/11 - 04.

**PROPOSAL TO LANE COUNTY – Pricing Schedule**

For furnishing hazardous waste disposal services and delivery of miscellaneous storage materials as ordered, the following prices shall apply (the prices quoted shall include transportation):

WASTE TYPE	PACKING	DISPOSAL	TOTE/ Gaylord* (size)	55-DM	30-DM	20-DM	5-DM	1-DM	OTHER
Acids	Labpack	Treatment							
	Bulk	Treatment							
Bases	Labpack	Treatment							
	Bulk	Treatment							
Aerosol, Paint	Loose	Energy Rec.							
Aerosol, Pesticide	Loose	Incineration							
Alkaline/Dry cell Batteries	Loose	Haz Landfill							
Alkaline/Dry cell Batteries	Loose	Recycle							
Antifreeze*	Bulk	Recycle							
Flammable Solids	Lab	Incineration							
Flammable Solids	Bulk	Incineration							
Latex Paint	Bulk	Recycle							
Latex Paint *	Loose	Recycle							
Lithium Batteries	Loose	Recycle							
Lithium Batteries	Loose	Incineration							
Ni/Cd Batteries-Wet	Loose	Recycle							
Mercury Articles**	Loose	Recycle							
Mercury Compounds**	Labpack	Recycle							
Mercury COD Waste	Labpack	Recycle							
Non-RCRA, liquids-solidification	Bulk	Haz Landfill							
Non-RCRA liquids treatment/POWT	Bulk	Treatment							
Non-RCRA-Solids	Bulk	Haz Landfill							
Organic Peroxide	Labpack	Incineration							
Organic Peroxide	Bulk	Incineration							
Oxidizers	Labpack	Treatment							
Oxidizers	Bulk	Treatment							
Paint related material - PRM	Loosepack	Energy Rec.							
Paint related material - PRM	Bulk	Energy Rec.							
PRM – Tar and Adhesives	Loosepack	Energy Rec.							
PCB, liquids	Labpack	Incineration							

PCB Ballasts*	Loosepack	Recycle/Incin.							
PCB Ballasts	Loosepack	Landfill							
PCB Ballasts- leakers*	Loosepack	Incineration							
Toxic, liquids,	Labpack	Incineration							
Toxic, solids	Loosepack	Incineration							
Toxic, PG I, (liquid, solid)	Bulk	Incineration							
Reactives, (4.2,4.3, & 5.2)	Labpack	Incineration							
Reactives, (4.2,4.3, & 5.2)	Bulk	Incineration							
Compounds w/ 2 or more hazard classes	Labpack	Incineration							
Solvents, Halogenated	Bulk	Energy Rec.							
Solvents, Flammable	Bulk	Energy Rec.							
Small gas cylinders	Loosepack	Incineration							
Silver Oxide Batteries	Loosepack	Recycle or Incin							
Button Cell Batteries	Loosepack	Recycle or Incin							

<b>Materials</b>	<b>Size</b>	<b>Price</b>
DOT Drums, steel, new, open head DOT	55	
DOT Drums, steel, new, tight head	55	
DOT Drums, steel, reconditioned open head	55	
DOT Drums, steel, reconditioned, tight head	55	
DOT Drums, steel, new, overpack	85	
DOT Drums, steel, reconditioned, overpack	85	
DOT Drums, poly, reconditioned	85	
DOT Drums, poly, new	30	
DOT Drums, steel, new	30	
DOT Drums, steel, reconditioned	30	
DOT Drums, steel, reconditioned	20	
DOT Buckets, poly with lids	5	
Drum liners	55	
Tote liners	1.0 yd.3	
Oil Dry – Pallet sized * (plastic bags w/ handles)	(Submit)	
Vermiculite – Pallet sized	(Submit)	
DOT Gaylord boxes	1 cubic yard	
Non DOT Gaylord boxes	1.5 cubic yard	

\* Items currently sent to or purchased from other vendors.

\*\* This includes: elemental mercury, thermometers, switches, batteries, debris and other mercury containing items.

The undersigned, as proposer, declares that he/she has carefully examined the Specifications and requirements of the Lane County Request for Proposal for Rural Recycling Services, and that proposer agrees, if the proposal is accepted that proposer will contract with the County to furnish the services as specified, in accordance with the proposal offered here.

The proposer may withdraw the proposal at any time prior to the date of the opening. However, all proposals shall be irrevocable for a period of sixty days from the date of opening.

If the proposer indicated on the Proposer's Qualifications Statement, no. 11, page 16 of this RFP, that the proposer is a resident bidder, the proposer hereby certifies that proposer is a resident bidder of the State of Oregon, as defined in ORS 279A.120(1)(b)..

By initialing this space \_\_\_\_\_, proposer hereby certifies that proposer has not discriminated against minority, women, or emerging small businesses in obtaining any required subcontractors, and has not discriminated against a subcontractor in awarding a subcontract because the subcontractor is a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.. By initialing this space \_\_\_\_\_, proposer hereby certifies that to the best of proposer's knowledge, proposer is in compliance with all the Oregon tax laws described in ORS 305.380(4).

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

\_\_\_\_\_  
Firm's name (Print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
City                      State                      ZIP

\_\_\_\_\_  
Business Identification Number

\_\_\_\_\_  
Telephone Number

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Signature

Notary Public for the State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

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**PURCHASE OF SERVICES CONTRACT**  
**WM 10/11-04**

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon ("COUNTY"), and Philip Services Corporation ("CONTRACTOR").

Whereas, County has a need for the type of services provided by Contractor;

Whereas, Contractor desires to provide those professional services;

NOW, THEREFORE, the parties agree:

1. Contractor shall perform the professional hazardous waste disposal services for County as stated in the "Request for Proposal – Hazardous Waste Disposal Services at the Glenwood Central Receiving Station" document, attached and incorporated by this reference as Exhibit A, and as further described in Contractor's **PROPOSAL TO LANE COUNTY – WM 10/11-04** dated June 21, 2010, attached and incorporated by this reference as Exhibit B.
2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.
3. In consideration for Contractor's performance, County agrees to pay the fee as set forth in the " Proposal to Lane County – WM 10/11-04", attached and incorporated by this reference as Exhibit C.
4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.
5. The contract period shall be from **July 1, 2010 to June 30, 2011**. However, upon written mutual consent and subject to the provisions set forth in the Specifications (Exhibit A), in particular the section entitled "Renewal", the contract MAY be extended for up to two additional years in one-year increments.
6. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, CONTRACTOR is acting as and assumes liability of an independent contractor as to any claims between COUNTY and CONTRACTOR. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.
7. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
8. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY.
9. The CONTRACTOR, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.
10. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.
11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.
12. The CONTRACTOR agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by CONTRACTOR or its officers, employees, subcontractors, or agents under this contract.
13. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverage's required by this contract, the CONTRACTOR shall furnish a certificate of insurance

to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverage's required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

14. CONTRACTOR shall not cancel, materially change, or not renew insurance coverage's. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

16. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

- a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
- b. CONTRACTOR has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts, and Contractor has not discriminated against a subcontractor in awarding a subcontract because the subcontractor is a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

17. CONTRACTOR shall have all licenses and permits necessary to perform the contract.

18. The COUNTY is not obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this contract are effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party is responsible for its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party is responsible for its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The County may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 day's written notice.

22. Waiver. Failure of the County to enforce any provision of the contract does not waive or relinquish County's right to such performance in the future nor of the right to enforce that or any other provision of this contract.

23. Severability. If any provision of this contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be

construed and enforced as if the contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jeff Spartz  
County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business ID No.: \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
LANE COUNTY OFFICE OF LEGAL COUNSEL

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Lane County Waste Management  
**Hazardous Waste Disposal Services at the  
Glenwood Central Receiving Station**

**BID BOND  
WM 10/11- 04**

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

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

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

\_\_\_\_\_

NOW THEREFORE,

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_