

**Report on issues discussed at the weekly
Management Update meeting on July 21, 2014**

Commissioners present: Commissioners Sam Brentano, Janet Carlson and Kevin Cameron.

Others present: Jan Fritz, Jeff Bickford, Alan Haley, Scott Norris, Gloria Roy, Camber Schlag, Russ Dilley, Tamra Goettsch, Jeff White, Barb Young, Jolene Kelley and Kim Hulett as recorder.

Guests: Nancy Murray, Hall Trust Attorney; Mark Wigg, Vice President Northwest Land Conservation Trust (NWLCT); Carol Hayes, Hall Trust trustee; Derek Godwin, Oregon State University West Central Region Administrator; John Burt and Cara Fischer, Citizens for Marion County Extension.

INFORMATIONAL

Potential Marion County Parks Donation – Jeff Bickford

Environmental Services presented an overview of the potential donation of property for parkland at 4626 Pettyjohn Road S and summarized expenses associated with the donation.

Review included:

- Land acquisition costs;
- Annual maintenance costs prior to development;
- Development costs; and
- Annual maintenance costs for an improved park.

Public Works and Northwest Land Conservation Trust (NWLCT) proposed holding an on-site open house in early-to-mid September to inform nearby residents about the proposal and to solicit feedback.

Revised Infectious Waste Disposal Agreement

County Counsel Gloria Roy presented a draft of the revised Infectious Waste Disposal Agreement (Attachment A). The board asked to review the hauler's certification form that infectious medical waste generators will be required to sign. There was discussion regarding penalties for generators found in violation of the ordinance.

RFP for Infectious Waste Inspection Services

Environmental Services Division Director Jeff Bickford reviewed a draft request for proposals (RFP) for infectious medical waste inspection services (Attachment B). In response to questions from the board, Public Works Director Alan Haley explained that inspections will be performed on a random basis. No prior notice will be given for such inspections. Public Works would like the RFP to stay open at least four weeks.

Commissioner Brentano asked that Public Works look into potential communications options during emergencies on North Fork Road. There is no call service in the area.

Abandonment of Unused Drainage Easements

Assistant Legal Counsel Scott Norris said the City of Keizer has asked that Marion County abandon two drainage easements that cross four residential lots in Keizer. Three of the property owners have consented. One owner has not replied. Staff proposed quitclaim deeds for the three owners who have consented. The board requested that all four quitclaim deeds be presented at the same time.

Citizens for Marion County Extension Update

Oregon State University West Central Region Administrator Derek Godwin provided an update on the initiative petition to form the Marion County Extension and 4-H Service District. Commissioner Carlson asked that Deputy County Administrative Officer Jan Fritz and County Counsel Gloria Roy review the petitioners’ educational marketing materials during the development stage. The signature gathering deadline is at the end of October. Mr. Godwin will provide the commissioners with the timeline he received from Marion County Elections. Cara Fischer, Citizens for Marion County Extension, would like to discuss other alternatives if the group is unable to gather the required signatures. Commissioner Cameron requested a communications article from the petitioners for his newsletter.

COMMISSIONERS’ COMMITTEE ASSIGNMENTS and UPDATE

Commissioner Brentano:

- Attending Association of Oregon & California Counties meeting later this month.
- Attended Northwest Seniors & Disability Services meeting via video conference.

Commissioner Carlson:

- Attended Salem Area Chamber of Commerce Public Policy meeting – East Marion County Rail
- Attended Marion County Reentry Initiative (MCRI) and discussed:
 - Criminal justice flow chart being developed for future presentation;
 - Giving People a 2nd Chance breakfast in October; and
 - Alignment of MCRI and Marion County Public Safety Coordinating Council (MCPSCC).

Commissioner Cameron:

- Attending Marion County Re-entry Council meeting later this month.
- Attended Marion County Economic Development Advisory Board (EDAB) where Travel Salem and GK Machine, Inc. gave presentations.
- Attended SEDCOR meeting and discussed:
 - Measure 5 and Measure 50

Adjourn: 10:47 a.m.

Attachments: (A) Draft Infectious Waste Disposal Agreement
(B) Draft RFP for infectious medical waste inspection services

MARION COUNTY INFECTIOUS WASTE DISPOSAL AGREEMENT

THIS AGREEMENT by and between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and _____, hereinafter called Hauler, provides for disposal of infectious waste at the Covanta Waste-to-Energy Facility located in Brooks, Oregon, hereinafter called WTEF.

The parties agree as follows:

1. Definitions: For purposes of this Agreement as defined in Marion County Code 8.05.050:

a. "Infectious waste" means biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386. "Infectious waste" does not include human fetal tissue.

b. "Excluded waste" means specifically excluded from the definition of Infectious Waste are the following:

1. Resource Conservation and Recovery Act (RCRA)-designated wastes
2. Radioactive wastes
3. Anatomical parts that do not emanate from;
 - i. surgery
 - ii. obstetrical procedures
 - iii. autopsy
 - iv. laboratory procedures
4. Human fetal tissue
5. Large animal carcasses over 65 pounds.
6. Wastes that are not permitted for acceptance by the Oregon Department of Environmental Quality.

c. "Human fetal tissue" means tissue or cells from a dead human embryo or fetus after a spontaneous or induced abortion, or after a still birth. Human fetal tissue does not include non-fetal products of conception (i.e. placenta, membranes, umbilical cord, and amniotic fluid).

2. Right to deliver Infectious Waste to the WTEF: Subject to the terms and conditions set forth in this Agreement, the County hereby grants the Hauler the non-exclusive right to deliver infectious waste to the WTEF at a rate to be determined from time to time by the County.

3. Delivery of Infectious Waste: The Hauler agrees that the infectious waste will be delivered to the waste-to-energy facility in vehicles which comply with state and federal laws and regulations and the requirements of the County, including, but not limited to,

the following: Delivery vehicles will not compact the infectious waste and will be leak-proof; all waste shall be contained in impervious, plastic-lined boxes or, in the case of sharps, in boxes specifically designed for sharps; and each box shall bear the universal biological hazard symbol.

4. Billing by County: Incoming vehicles will be weighed on the scale at the WTEF, and the vehicle's tare weight as determined by the County will be subtracted from the scale reading to determine the weight of infectious waste delivered to the WTEF. The County shall use this weight to calculate the billing charges for disposal. The County will bill the Hauler by the 10th of the following month. The Hauler shall pay the County upon receipt of the billing. If the County has not received the payment by the 25th of the month, the County can charge the Hauler a penalty fee of 1.25 percent of the billing, which is 15.00 percent annually. If the billing and fee are not paid within 30 days of the assessment of penalty this agreement is automatically terminated.

5. Acceptance of Infectious Waste: A copy of the vehicle's manifest and certification of the infectious waste hauler shall be presented to the County at the scales. The vehicle manifest shall specify the generator(s) of the infectious waste and the general contents of the vehicle. The Hauler certifies that each infectious waste generator of the contents of the shipment has certified to the hauler in writing that the infectious waste does not contain any human fetal tissue. The County shall have the sole discretion to reject any vehicle, or any portion of the delivered infectious waste, if, in the County's opinion, the waste is either not infectious waste as defined herein, or poses an unacceptable risk to the County, the WTEF or either's personnel. In such instance, the Hauler shall immediately remove the waste from the WTEF at the Haulers cost and expense. Any contamination caused by such waste by the Hauler to the County or the WTEF shall be eliminated at the Hauler's cost and expense.

a. Right to Inspect Shipment: The County reserves the right to inspect the vehicle manifest, certifications and the contents of any individual box of Infectious Waste to determine compliance with Marion County Code, including but not limited to, compliance with the prohibition on the disposal of human fetal tissue.

b. Infectious Waste shall be deemed accepted by the County after it has been off-loaded by the Hauler's personnel, and after the County has reviewed the associated manifest, certification of infectious waste hauler, inspected the general condition of the shipping containers to ascertain that none is damaged or leaking, and any inspection for compliance with the prohibition on the disposal of human fetal tissue, if required. The county may reject all or part of any shipment, and any future shipments of infectious waste from the Hauler or an infectious waste generator for failure to comply.

6. Incineration of Infectious Waste: The County will, to the best of its ability, cause through its agreement with the operator of the WTEF, to incinerate all acceptable infectious waste delivered by the Hauler. If for some unforeseen circumstance the

WTEF does not incinerate infectious waste delivered by the Hauler, the County shall notify the Hauler.

7. Delivery times: Delivery times will be made by the County in conjunction with the operator of the WTEF. If the Hauler has not scheduled a time with the County, the Hauler's infectious waste may be rejected by the County.

8. Unloading of Infectious Waste: The Hauler shall be responsible for scheduling a time with the County for delivery of infectious waste to the WTEF. The Hauler, upon arriving at the WTEF, shall use its personnel to off-load the boxed infectious waste onto the conveyor at the WTEF.

9. Audits, Inspections and Reporting Requirements: The HAULER shall permit authorized representatives of the COUNTY, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the HAULER as they relate to the Agreement services in order to satisfy audit or program evaluation purposes deemed necessary by the COUNTY and permitted by law.

By signature on the Agreement, the HAULER grants the COUNTY, except where expressly prohibited by law, the right to reproduce, use, and disclose for COUNTY purposes, all or part of the reports, data, and technical information furnished the COUNTY under this Agreement.

10. Maintenance and Retention of Record:

The HAULER agrees to establish and maintain records and statistics as follows:

Financial records, which indicate the number of shipments provided under this Agreement and other appropriate records pertinent to this Agreement, shall be retained for a minimum of three (3) years after the end of the Agreement period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. Consideration: In consideration for the County agreeing to accept delivery of and to incinerate the infectious waste delivered by the Hauler, the Hauler agrees to pay the County the current rate (inclusive of the weight of any containers) as determined at the WTEF scale.

12. Term and Termination: The term of this Agreement shall commence on the date signed by all parties through September 20, 2017. This Agreement may be renewed for an additional two year term, contingent upon County renewing its contract with the WTEF.

a. All or part of this Agreement may be terminated by mutual consent of both parties.

b. Either party may terminate this Agreement upon 30 days' written notice given in accordance with the provisions of this Agreement.

c. The County may also terminate all or part of this Agreement for the following reasons:

i. With ten (10) days notice, if funding to the County from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for provision of the indicated services. The County will give more notice whenever possible.

ii. Upon notice of denial, revocation, or non-renewal of any license or certification required by law or regulation to be held by Hauler to provide a service under this Agreement.

iii. Upon notice that the WTEF is no longer able to accept and incinerate infectious waste.

iv. Immediately upon violation of the prohibition of acceptance and delivery of human fetal tissue for disposal at the WTEF.

Any termination shall be without prejudice to the accrued obligations or liabilities of either party.

13. Governmental Regulations: The Hauler shall be responsible for, and agrees to comply with, all applicable local, state, and federal regulations which govern collection and transportation of solid waste inclusive of medical or infectious waste. The Hauler shall also obtain all necessary permits required in connection with collection and transportation of infectious waste.

14. Indemnification: The Hauler shall defend, indemnify, and hold harmless the COUNTY, its officers, agents, and employees and the WTEF Operator, its officers, agents, and employees, from damages arising out of the tortious acts of the HAULER, its officers, agents, and employees acting within the scope of their employment and duties arising out of or in connections with or resulting from the performance of this agreement.

15. Insurance: During the term of this Agreement, or such other time period provided herein, the Hauler shall maintain in force at its own expense, each insurance coverage or policy noted below. Any and all insurers and guarantors are subject to the approval of the County. The County reserves the right to reject any and all insurers that are not licensed to provide coverage in the State of Oregon or who are deemed by the County to present an unacceptable risk of being unable to perform according to the policies proffered. The County may reject any policy of insurance containing unacceptable provisions including but not limited to provisions applying the laws of a jurisdiction other than Oregon, provisions requiring mandatory arbitration, provisions requiring the use of specific arbitration or mediation services, or, provisions requiring dispute resolution to take place more than 50 miles from Salem, Oregon.

a. Required by the Owner of Consultants under the following circumstances:

Workers' Compensation insurance. The Hauler shall obtain and maintain at all times during the term of this Agreement, workers' compensation insurance with statutory limits and employers' liability insurance. The Hauler shall provide the County with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage. The Hauler shall ensure that each of its subcontractors complies with these requirements.

b. Required by the Owner Not required by the Owner

General Liability insurance with a combined single limit, or the equivalent, of not less than: \$200,000; \$500,000; \$1,000,000; \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. The policy, or an endorsement or amendment to the policy, must provide that the County and its agents, board members, officers, employees and volunteers, and the WTEF Operator, its agents, board members, officers, and employees are named as "additional insureds", but only with respect to the HAULER's Services to be provided under this Agreement.

c. Required by the Owner Not required by the Owner

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than:

Minimum amounts required by the Oregon Financial Responsibility Law (ORS 806.060 and 806.070);

\$200,000; \$500,000; or \$1,000,000 per occurrence, for Bodily Injury and Property Damage, including coverage for all owned, hired or non-owned vehicles, as applicable. The policy, or an endorsement or amendment to the policy, must provide that the County and its board members, officers, agents, employees and volunteers are "additional insureds", but only with respect to the HAULER's Services to be provided under this Agreement.

d. **Notice of Cancellation or Change:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

e. **Certificates of Insurance:** Hauler shall furnish acceptable insurance certificates to County prior to commencing performance of the Services. Certificates shall be sent to Marion County Attention: Contracts, 555 Court Street NE, PO Box 14500, Salem OR 97309 or faxing to 503-566-3997. The certificate(s) will specify all of the parties who are "additional insureds" and must contain terms indicating that the relevant policies (except for Workers' Compensation coverage or Professional Liability/Errors & Omissions coverage) has been endorsed or amended to name the County and its board members, agents, officers, employees and volunteers, and the WTEF Operator, its officers, agents and employees are named as "additional insureds" under the Hauler's policies. Insuring companies or entities are subject to County

acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The HAULER shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

16. Assignments: Neither party hereto shall assign its rights or delegate its duties under this Agreement or any part hereof without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

17. Notices: Any notice given pursuant to this Agreement shall be in writing and deemed given when received or delivered personally, or within three days, if deposited in the U.S. mail, certified or registered mail, return receipt requested, with postage prepaid, at the address set forth below the signature of such party hereto, or at such other address as such party may designate by written communication to the other party in accordance with this Agreement.

Notice to County:
Department of Public Works
5155 Silverton Rd. NE
Salem, OR 97305-3802

18. Civil Rights, Rehabilitation Act, Americans with Disabilities Act and Title VI of the Civil Rights Act:

The Hauler agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

19. Independent Contractor: The Hauler is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Hauler's activities and responsibilities for the purpose of implementing the provisions of this Agreement, and maintains the appropriate license/certifications, if required under Oregon Law. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Hauler is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Hauler will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Hauler is free to enter into agreements with other parties for the duration of the Agreement provided that such agreements do not violate the franchise provisions of Marion County Code Chapter 8.05.

HAULER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HAULER HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**MARION COUNTY
BOARD OF COMMISSIONERS:**

HAULER:

Chair

Signature

Date: _____

Commissioner

Printed Name

Commissioner

Title

Date: _____

Recommended by:

Address

Department Head

City, State, Zip

Date: _____

APPROVED AS TO FORM:

Tax ID #

Marion County Legal Counsel

Date: _____

Marion County Contracts

Date: _____

REQUEST FOR PROPOSALS



OREGON

REQUEST FOR PROPOSALS

INFECTIOUS MEDICAL WASTE INSPECTION SERVICES

FOR

MARION COUNTY

Public Works – Environmental Services

Proposals Due: [] PM on [day / date]

Release Date: [day/date]

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SECTIONS:

- I. Scope of Work (background)**
- II. Submission Requirements**
- III. Selection/Evaluation Criteria**
- IV. General RFP Conditions**
- V. Special Contract Terms & Conditions**
- VI. RFP Mandatory Submission Forms**
- VI. Exhibits (if needed)**

Schedule of Events

ANTICIPATED SCHEDULE OF KEY ACTIONS:

Advertisement/Release of RFP

Mandatory Pre-Proposal Meeting

Location:

Deadline to submit questions

Close date/time for RFP

Review by Evaluation Committee

On-Site Presentations (if necessary)

Contract awarded

The County reserves the right to adjust the above listed dates as necessary.

I. SCOPE OF SERVICES

A. GENERAL INFORMATION

The Marion County Department of Public Works - Environmental Services Division (County) is soliciting proposals from qualified firms to provide infectious medical waste inspection services (Services). The purpose of this RFP is to seek a firm to provide opening and inspection services of sealed boxes containing infectious medical waste brought to the Marion County Waste-to-Energy Facility (WTEF) located in Brooks, Oregon to ensure medical waste haulers and their customers are in compliance with Marion County's prohibition against inclusion of human fetal tissue within their loads received at the WTEF.

All firms submitting proposals are referred to as Proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

B. GENERAL OBJECTIVES / BACKGROUND INFORMATION

Marion County is seeking a Proposer to provide the following necessary resources needed, including, but not be limited to: confer with County staff about project objectives; consult and work cooperatively with the WTEF owner Covanta, Inc; comply with all permits; meet the requirements of the Oregon Department of Environmental Quality (DEQ), the Occupation Safety & Health Administration (OSHA), and Health Insurance Portability and Accountability Act (HIPAA); collect, inventory, process, transport, and dispose of collected waste materials; along with other tasks as detailed in this request for proposals.

B.1 Definitions

For purposes of this Agreement as defined in Marion County Code 8.05.050:

- a. "Infectious waste" means biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386. "Infectious waste" does not include human fetal tissue.
- b. "Excluded waste" means specifically excluded from the definition of Infectious Waste are the following:

1. Resource Conservation and Recovery Act (RCRA)-designated wastes
2. Radioactive wastes
3. Anatomical parts that do not emanate from;
 - i. surgery
 - ii. obstetrical procedures
 - iii. autopsy
 - iv. laboratory procedures
4. Human fetal tissue
5. Large animal carcasses over 65 pounds.
6. Wastes that are not permitted for acceptance by the Oregon Department of Environmental Quality.

c. "Human fetal tissue" means tissue or cells from a dead human embryo or fetus after a spontaneous or induced abortion, or after a still birth. Human fetal tissue does not include non-fetal products of conception (i.e. placenta, membranes, umbilical cord, and amniotic fluid).

B.2 Background

Marion County encompasses an area of approximately 1,175 square miles, ranging from the urban areas of Salem, Keizer, and Woodburn to the Cascade Mountain communities of Detroit and Idanha, with numerous other small communities and rural areas included. The County's population is estimated to be about 325,000.

The County utilizes a waste-to-energy facility (WTEF) to process the majority of the non-recycled solid waste generated within the county. This facility began operations in 1986, and is owned and operated by Covanta, Inc., under contract to Marion County. In 1989, the agreement between Marion County and Covanta was amended to allow for the acceptance and destruction of infectious waste at the facility. A special conveyor system was constructed to allow for direct feeding of boxed infectious waste into the feed hopper of one of the boilers at the facility. This facility is currently the only facility in the northwest that accepts and combusts infectious waste.

Over the years, the County has independently contracted with out-of-county infectious waste haulers for acceptance of their waste for destruction. The County has placed a cap on the total quantity of out-of-county infectious waste allowed at the facility of 1,500 tons per year. For calendar year 2013, the amount received was approximately 1,500 tons for the year.

On April 30, 2014, Marion County's Board of Commissioners passed a change in Marion County Code chapter 8.05 that made it illegal to include "human fetal tissue" for disposal in Marion County. "Human fetal tissue" is defined as tissue or cells from a dead human embryo or fetus after a spontaneous or induced abortion, or after a still birth. Human fetal tissue does not include non-fetal products of conception (i.e. placenta, membranes, umbilical cord, and amniotic fluid).

Infectious waste haulers and their customers (generators) are now required to certify that they are not placing such material into their boxes of infectious waste. In order to ensure that the generators are in fact complying with these rules, Marion County wants to contract with a firm to set up an inspection program where random samples of infectious waste boxes are pulled aside from time to time, opened, and the contents inspected and documented. Those materials would then be re-boxed, sealed, and ultimately disposed of at the WTEF, if they do not contain human fetal tissue. This testing will be done on an intermittent basis.

Anybody found to be including "human fetal tissue" in their boxes would be in violation of Marion County's ordinance, and would be excluded from that point forward from sending their material to Marion County for disposal.

B.3 Pre-Proposal Meeting

County shall hold a mandatory Pre-Proposal Meeting to answer general questions and to clarify

any program issues. Questions will be recorded by County. Verbal comments made by County at the Pre-Proposal Meeting are not binding.

Mandatory Pre-Proposal Meeting

Date: [date], 2014

Time: 1:00 PM

Place: Waste-to-Energy Facility, located at 4850 Brooklake Rd. NE, Brooks, Oregon

Attendance at the Pre-Proposal Conference is mandatory. Persons or organizations that are considering submitting a Proposal shall attend. An explanation of the solicitation shall be given. Attendees shall have the opportunity to ask questions of County program staff which may clarify County expectations.

The Pre-Proposal Meeting is a forum in which potential Proposers may request in writing a change to the requirements contained in the RFP. County shall take all written requests to change requirements under advisement. Changes to the RFP, if any, shall be in the form of a written Addendum to the RFP and posted on County website.

C. SCOPE OF WORK

The scope of work to be performed under the contract will include the following provisions as well as any others agreed to during contract negotiations.

C.1 Proposer shall provide the following services including but not limited to:

- Provide trained staff for operation of the boxed infectious waste sample collection program, including sample opening and inventory. Proposer's personnel shall be fully knowledgeable of the collection program, and have the ability to properly identify the variety of materials encountered during such inspections, including human fetal tissue, as defined in Section B.1 of this document.
- Provide appropriate personal protective equipment (PPE) for the task for all Proposer staff performing the work. Personal protective equipment and supplies used are to be included in the labor rates, and no additional payment will be made therefor.
- Meet with County staff, as needed, to coordinate schedules and sampling frequencies, and discuss other related issues as they arise.
- Establish and maintain a record-keeping system.
- Establish material handling protocols and management methods, including separation and management of any found human fetal tissue.
- Conduct periodic program evaluation with the County.

- Provide to the County on a monthly basis, copies of records such as manifests, bills of lading, inventory forms, and other documents relating to this program by the 15th day of each following month.
- Provide a monthly accounting in a spreadsheet that details the costs for staffing and materials to provide the services. The cost details shall be used as the basis to make payment for services provided.
- Have up-to-date knowledge of, and comply with, all federal, state and local laws, rules, regulations and ordinances applicable to handling, transportation and storage of infectious materials/wastes. Such laws, regulations, rules and orders include, but are not limited to, those of the Occupational Safety & Health Administration, United States Environmental Protection Agency (EPA), US Department of Transportation (USDOT), Oregon Department of Environmental Quality (DEQ) and the Oregon Department of Transportation (ODOT). Additionally, the contractor shall have a procedure in place for how they will manage confidential patient information that is subject to HIPAA privacy protection, if encountered.
- Possess, and provide upon County request, pertinent licenses, permits, registrations and/or certificates to carry out the tasks as required by this RFP.

C.2 County shall be responsible for the following, including but not limited to:

- A County contact to act as a liaison between the Contractor and the WTEF owner (Covanta).

C.3 Infectious Waste Management Methods

- Proposer shall provide for the safe transportation and management of collected infectious waste in compliance with all applicable State and Federal regulations. Proposer's transporters performing under this Contract shall be licensed under State and Federal laws to transport waste.
- Based on the inspection schedule, Proposer shall arrange a date and time to pick up infectious waste to be inspected. All collected waste shall be transported from the collection site to the facility where opening and inspection will occur.
- After opening of the boxes, inspection, and inventory of the boxed contents, the approved infectious waste shall be re-boxed and sealed. Any found human fetal tissue will be separately boxed, labeled, and sealed.
- Proposer shall contact the County to schedule and return infectious waste not containing human fetal tissue to the WTEF to be destructively incinerated at no charge to the Proposer.
- Proposer shall allow the County and /or its representative(s) access to the Proposer's work site for inspection at any time during normal business hours, or at any other time upon prior arrangement.

C.4 Documentation & Reporting

C.4.1 Manifesting and Shipping

An infectious waste manifest is required for removal of all boxed infectious waste from the WTEF. Proposer shall be responsible for completing manifests before removal of infectious waste from the site. Each manifest, as well as all other required documentation or bills of lading, shall be clearly and distinctly marked to indicate the Generator, the date, and the location of the collection facility.

Proposer shall provide to the County on a monthly basis, copies of manifests and other documents relating to this program. These records and documents shall be provided by the 15th day of each following month.

Proposer shall provide County access to all paperwork and computer files relating to the infectious waste inspection program upon request.

C.4.2 Certificate of Final Infectious Waste Management

Proposer is responsible for obtaining all necessary documentation to prove that the final management of all infectious waste and human fetal tissue has been accomplished through a certificate process.

Certificates of final infectious waste management shall include, at a minimum, manifest number and line items (or other required documentation or bills of lading) for infectious wastes leaving the original collection site, the date infectious waste is sent for inspection and the facility where infectious waste is sent for final destruction. The form and content of these certificates shall meet with the approval of the County. Documentation from the final waste management facility shall be attached to the certificate, and shall include the date infectious waste was destructively incinerated.

Certificates of final infectious waste management, for human fetal tissue, shall include, at a minimum, manifest number and line items (or other required documentation or bills of lading) for human fetal tissue leaving the original collection site, the date human fetal tissue is sent for inspection and the facility where human fetal tissue is sent for final destruction. The form and content of these certificates shall meet with the approval of the County. Documentation from the final waste management facility shall be attached to the certificate, and shall include the date waste was destructed.

C.4.3 Reporting Spills

Proposer shall report to the County all spills or leaks of infectious waste with potential release to the environment. The initial report shall be by telephone immediately upon discovery of the spill. A written follow-up report shall be submitted to the County not later than one week after the initial telephone report. The written report shall be in narrative form and at a minimum include the following:

- Description of infectious waste spilled, including identity, quantity, and manifest number.
- Whether amount spilled is EPA/State reportable, and the date it was reported.
- Exact time and location of spill, including a description of the area involved.
- Containment procedures initiated.
- Summary of all communications, if any, Contractor has with other government officials or the media.
- Description of clean-up procedures employed or to be employed at the site, including disposal location of spill residue.

C.4.4 Reporting Injuries

Proposer shall report to the County within 24 hours any accident or occurrence resulting in injury to any person, including any subcontractor's employees, or any property damage arising out of or during the course of performance of work related to this Agreement. Proposer shall provide the County with a copy of any and all reports made by the Proposer's insurers or others of any such accidents and occurrences at the County's request.

C.5 Duration of Contract

A contract awarded as a result of this RFP will be for a 2-year period. The County reserves the right to extend this contract for two (2) additional 1-year extensions at the rates submitted under the proposal.

(END OF SECTION)

II. Proposal Submission Requirements

A. REQUIRED RESPONSE / QUALIFICATIONS

Each responsible Proposer shall respond to the Proposal Submission Requirements as presented below. Proposals received without the required information may be rejected as non-responsive.

A.1 Reserved.

A.2 Submission Requirements.

A.2.1 The following describes the required response format necessary to be considered responsive to this Request for Proposals. The purpose of this section is to ensure uniformity in the submission of the proposal information essential to the understanding and evaluation of proposals.

A.2.2 Reserved.

A.2.3 The firm shall demonstrate to the County's satisfaction that the firm has the expertise and the ability to provide the services. The County will make such investigation as it deems necessary to determine the ability of the firm to provide the desired services. The County reserves the right to reject any proposal if the evidence submitted by the firm or discovered by the County upon investigation of the firm, fails to satisfy the County that the firm is properly qualified to carry out the obligations of the project.

A.2.4. Proposers must include a response to the following sections in their proposal.

A.2.4.1. *Firm History*

A.2.4.2. *Personnel*

A.2.4.3 *Experience*

A.2.4.4 *Project Staffing*

A.2.4.5 *Services*

A.2.4.6 *Costs – Billable Rates*

B. Proposal Submission Requirements

B.1 Method of Submission

B.1.1 Responses to the RFP shall be typed or handwritten in ink and shall be signed in ink by an authorized representative of the Company. Any alternations or erasures shall be initialed in ink by the person signing the RFP.

B.1.2 Five (5) copies marked as originals (signed in blue ink), signed by a representative of the Proposer who is authorized to bind the Proposer in contractual matters and a digital copy of their proposal, in Adobe Acrobat PDF format shall be submitted in a sealed envelope/package. The outside of the envelope/package (including the third party carrier packaging) must be clearly

marked with the following information: “**RFP for Infectious Waste Inspection Services**” and include the company name and address of the proposer.

B.1.3 The firm’s fee schedule requested in Section A.2.4.6.1 must be submitted with the proposal.

B.2 Closing Date, Time and Procedures

B.2.1 Sealed proposals will be received by Marion County up until, but no later than 5:00 PM (Pacific Time) on [date], 2014. Deliveries must be made between Marion County’s normal business hours of 8:00 AM and 5:00 PM. Proposals submitted by hand delivery or courier are to be delivered to Marion County Public Works – Environmental Services, Attn: **RFP for Infectious Waste Inspection Services**, at 5155 Silverton Rd. NE Salem, Oregon 97305.

B.2.2 Proposals that are received after the closing time will not be accepted for any reason. Delivery to an office other than the office identified above is not acceptable. If mailing a proposal, Proposer will ensure to allow enough time for the response to be received prior to the date and time of closing. Facsimiles will not be accepted. It is the Proposer’s responsibility to ensure its Proposal is received by the County in sufficient time.

B.2.3 Submissions for the project must clearly respond to the elements listed above. Marion County reserves the right to request additional information from Proposers, in writing and/or in a meeting, pertaining to statements made within Proposer’s proposal that Marion County feels is necessary for clarification purposes. Marion County shall have the right to disqualify any Proposer’s proposal as a result of the information gathered in its research.

B.2.4 Marion County reserves the right to accept one or more proposals, accept only portions of proposals, or reject all proposals at its option.

B.3 Mandatory Submission Forms (Section VI)

B.3.1 Proposer shall include completed and signed mandatory RFP submission forms included in Section VI RFP Mandatory Submission Forms. Failure to include any of the mandatory forms included in Section VI may result in the proposal being declared non-responsive and not considered for award.

(END OF SECTION)

III. SELECTION/EVALUATION PROCESS

It is anticipated that Marion County will select a firm and award a contract for service. The selection will be made on the proposals submitted and the evaluation criteria listed below. However, Marion County reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

An evaluation panel will be appointed to evaluate the proposals received. Each of the criteria listed below will be reviewed by the panel for the purpose of ranking proposals, based on how fully each proposal meets the requirements of the RFP. The evaluation panel has sole judgment during the evaluation process in determining the ranking of proposals.

Each submission will be evaluated on the criteria listed below. The importance of each item is expressed as points awarded in the total evaluation. The decision of the committee will be final.

EVALUATION CRITERIA AND SCORING

1	Understanding the engagement	10 points
2	Acceptability of approach and work plan	25 points
3	Qualifications of the Firm	25 points
4	Certifications of the Firm	15 points
5	Overall pricing	25 points
	Total	<u>100 points</u>

Phase 1 Evaluation Criteria and Scoring

Required responses and possible points.

1. A transmittal letter indicating who the project manager will be and the name, title, address, and telephone number of an individual or individuals with authority to contractually bind the company during the period in which the County is considering proposals. This letter shall also state that the proposal will be valid for ninety (90) days after the closing date. *(10 points)*
2. A description of the firm's experience with collecting, handling, transporting and managing infectious medical wastes. *(25 points)*
3. A list of all regulatory permits currently held by your firm that apply to collection, storage, transportation or handling of infectious medical waste. *(15 points)*
4. A brief summary which describes how your firm and/or consortium will meet the Program's objectives listed in this RFP. *(25 points)*
5. A cost proposal for your services, including labor, equipment, and transportation provision for the proposed services. Provide contract pricing that breaks out, minimally, costs for mobilization and demobilization to the WTEF, box opening and inspection costs (per box) including associated reporting, as well as any other costs as defined by the Proposer. *(25 Points)*

Phase 2 Competitive Range

The County will evaluate and score each proposal on the criteria listed above for the purpose of ranking the proposals. After scoring is completed, the County will identify a competitive range of up to the three highest ranking proposers to move into Phase 2. The county may increase the number of proposers in the competitive range if the County's evaluation of proposals establishes a natural break in the proposal scores indicating that more than three proposers are closely competitive or have a reasonable chance of being determined the most advantageous proposer. The County may decrease the number of proposers in the initial competitive range if the excluded proposers have no reasonable chance of being selected as the most advantageous proposer. The County shall provide written notice to all proposers identifying proposers in the competitive range.

The proposers in the competitive range will be invited to participate in the oral presentation and interview process. Proposers not making the competitive range will have a seven (7) calendar day period to protest the selection of the competitive range. Protest procedures are further defined in Section IV General RFP Conditions. Each proposer selected for the competitive range will start this process on an even basis. The final selection process for identifying the highest ranking proposer will be based on a combination of the interview/oral presentation and fee schedule submitted for hourly billable rates. The final oral presentation, interview agenda, format and selection process will be provided to each proposer selected for the competitive range at the time the interview is scheduled. The highest ranking proposer from Phase 2, if deemed to be the most advantageous, will be named as the apparent successful proposer. All firms participating in the process will be notified of the results of Phase 1 and Phase 2.

The County will utilize a two-phase approach in the selection/evaluation process. During Phase 1, proposal submissions will be evaluated on qualifications and technical components only. Price or cost proposals will be considered in Phase 2. The County reserves the right to award a contract after Phase 1 and not move into a Phase 2 if it is in the public's best interest to do so.

(END OF SECTION)

IV. GENERAL RFP CONDITIONS

A. REQUEST FOR CHANGE/CLARIFICATION

A.1 All requests for changes in specifications regarding this Request for Proposal must be submitted **in writing** no later than seven (7) calendar days prior to the RFP closing date. All written requests for change, clarification, questions and/or comment are to be sent to:

Technical Questions/Contract Administrator
Jeff Bickford
Public Works -- Environmental Services
5155 Silverton Rd. NE
Salem, Oregon 97305
Phone number: (503) 588-5169
[email jbickford@co.marion.or.us](mailto:jbickford@co.marion.or.us)

Procedural/Contractual Questions
Camber Schlag
Finance Department
555 Court St NE Ste 4247
PO Box 14500
Salem, Oregon 97309-5036
Phone Number: (503) 566-3944
cschlag@co.marion.or.us

B. EXECUTION OF THE PROPOSAL

B.2.1 If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

B.2.2 If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office that the officer holds in the corporation.

B.2.3 If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

B.2.4 The address of the proposer shall be typed or printed on the proposal.

C. FORMAL PROPOSALS

C.1 Proposals, which are incomplete, conditioned in any way, or which contain erasures, alterations or irregularities of any kind may be rejected if in the best interest of Marion County.

D. FORM OF CONTRACT

D.1 A sample contract for Contract for Services is attached to this RFP document as Exhibit A. If a contract is awarded, it is anticipated that contract will closely resemble this document including "supporting documents." The "supporting documents" will include, but are not limited to the RFP document, the proposer's written proposal, any required certificates, and all other documents incorporated by reference therein.

E. WITHDRAWAL OF PROPOSAL

E.1 At any time prior to the date and hour set for the receipt of proposals, a proposer may withdraw its proposal. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the opening of the proposal.

F. INCURRING COSTS

F.1 Neither the county, nor its agents, are liable for any cost incurred by proposers prior to issuance of an agreement, contract, or purchase order.

G. ADDENDA

G.1 In the event that it becomes necessary to revise any part of this RFP, it will only be done by written addendum. All prospective proposers will receive a copy of any and all addenda issued for the RFP. Proposers are required to provide receipt and acceptance of all addenda with their proposal. The Proposal Form – Attachment A, includes a location for all Proposers to record all written addenda numbers and date issued to comply with this requirement. Addenda must be noted on the Proposal Form. Failure to include acknowledgement of issued addenda for this RFP may be cause to declare the Proposer non-responsive.

H. ACCEPTANCE OF PROPOSAL CONTENT

H.1 The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award. Only those proposers who submit complete information, as required by this RFP, will have their proposals considered for evaluation.

I. ECONOMY OF PREPARATION

I.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of the content.

J. PUBLIC RECORDS

J.1 If the proposal contains any information that the proposer does not want disclosed to the public or used by the County for any purpose other than evaluation of their offer, each individual page or section containing such information must be marked clearly with the following legend:

THIS MATERIAL IS TO BE HELD CONFIDENTIAL!

J.2 The NON-DISCLOSURE FORM (Attachment B) must be signed and returned with the RFP response. The above restriction may not include cost or price information, which must be open to public inspection. Marion County will keep information confidential to the extent permissible under the law (ORS Chapter 192). All RFP responses shall be held confidential, in total, until the Marion County Board of Commissioners has approved a recommendation for the award of a contract. At the conclusion of the selection and award process, the contents of all proposals will be placed in the public domain and open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law (ORS 646.461 to 646.475) may be withheld, if clearly identified as such in the proposal.

K. FORFEITURE OF THE CONTRACT

K.1 The resulting contract may be canceled at the election of Marion County for any willful failure or refusal to faithfully perform the contract according to its terms as herein provided.

L. MANNER OF PAYMENT

L.1 Upon invoice, supported by appropriate documentation and approved by the contract administrator, Marion County will, within 30-days, issue payments proportional to the work accomplished.

M. NON-ASSIGNMENT

M.1 If a contract is awarded, it shall not be assigned in part or total without prior written approval of Marion County for this contract.

N. INSURANCE REQUIREMENTS

N.1 Insurance requirements are defined in Section V Special Contract Terms and Conditions, subsection R.1.

N.2 The proposer shall obtain and maintain at all times during the term of any negotiated contract, workers' compensation insurance with statutory limits and employers' liability insurance. The proposer shall provide Marion County with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

O. EQUAL OPPORTUNITY ACTION POLICY

O.1 The proposer agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits

of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

P. PROTESTS

P.1 Protest of Solicitation

P.1.1 A prospective proposer may protest the procurement process or the solicitation document for a contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Before seeking judicial review, a prospective proposer must file a written protest with the County and exhaust all administrative remedies.

P.1.2 In addition to the information required in ORS 279B.405(4), a prospective proposer's written protest shall include a statement of the desired changes that the proposer believes will remedy the conditions upon which the proposer has based its protest. All protests must be delivered in writing to the County not less than ten (10) days prior to the set closing date for the solicitation.

P.1.3 The County shall not consider any protest submitted after the timeline identified above. The County shall issue a written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the County upholds the protest, in whole or in part, the county may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

P.2 Protest of Competitive Range

P.2.1 A prospective proposer may protest the exclusion from the competitive range or from subsequent tiers or steps of the solicitation for a contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Before seeking judicial review a prospective proposer must file a written protest with the County and exhaust all administrative remedies.

In addition to the information required in ORS 279B.405(4), a prospective proposer's written protest shall include a statement of the desired changes that the proposer believes will remedy the conditions upon which the proposer has based its protest. All protests must be delivered in writing to the County not less than seven (7) days after the notice of competitive range.

The County shall not consider any protest submitted after the timeline identified above. The County shall issue a written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the County upholds the protest, in whole or in part, the County may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

P.3 Protest of Contract Award

P.3.1 A proposer may protest the award of a contract or the intent to award a contract,

whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.

P.3.2 A proposer must deliver a written protest to the County within seven (7) days after issuance of notice of intent to award the contract. A proposer's written protest shall specify the grounds for the protest to be considered by the County pursuant to ORS 279B.410(2).

P.3.3 The County shall not consider any protest submitted after the timeline identified above. The County shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the County upholds the protest, in whole or in part, the County may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation.

Q.1 MARION COUNTY RESERVES THE RIGHT TO:

- Reject any and all proposals
- Amend the RFP
- Waive any irregularities or informalities in any proposals
- Extend the deadline for submission of proposals
- Not award a contract for the requested services
- Accept the proposal deemed to be the most beneficial to the public and Marion County

(END OF SECTION)

V. SPECIAL CONTRACT TERMS AND CONDITIONS

V.1 As required specifically under ORS 279B.235, the following provisions shall apply for conditions concerning hours of labor:

V.1.1 For a contract for personal services as defined in ORS 279A.055, the contractor shall pay all individuals performing personal services under this contract at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded from receiving overtime under ORS 653.010 to 653.261 or under 29 USC 201 to 209.

V.1.2 For a contract for services, persons employed under this contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

V.1.3 The Contractor shall give notice in writing to employees who work on a contract for services, 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.

V.2 INDEPENDENT CONTRACTOR

V.2.1 The person or firm to whom the contract is let understands and agrees that he or it is an independent contractor and that the filing and acceptance of this declaration creates, as a matter of law, a rebuttable presumption of his or its status as an independent contractor. It will be necessary for the Contractor to pay personally any amounts due for federal and state income taxes and other taxes and assessments since these taxes and assessments will not be withheld from payments made under this agreement. The Contractor agrees that there is no relationship under this agreement except as specified herein. The County is not responsible for the acts of and assume responsibilities to or for the officers, employees, subcontractors, or agents of the Contractor, or the public in general, except as specified in this agreement.

V.3 INVOICE REQUIRED

V.3.1 The Contractor must submit a detailed invoice for payment of services.

V.4 APPLICABILITY

V.4.1 In construing this contract and where the context so requires, the singular includes the plural, the masculine and the feminine, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.

V.5 AFFIRMATIVE ACTION

V.5.1 Contractor certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by federal or Oregon state governments, having responsibility for enforcement of such laws, shall be supplied to the county upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

V.6 INDEMNITY/HOLD HARMLESS

V.6.1 To the fullest extent permitted by law, The Contractor shall agree to defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of the Contractor, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

V.7 INSURANCE

V.7.1 The Contractor shall purchase and maintain complete necessary insurance for protection from claims as set forth below and further defined in the sample contract, Exhibit A.

V.7.2 The Contractor shall maintain at all times commercial general liability insurance, property damage insurance, and medical/professional malpractice if applicable, covering its activities and operations under this Agreement.

V.7.3 The Contractor SHALL add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate written endorsement shall be issued by the company showing Marion County as an Additional Insured and provide Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300: as specified in the attached sample contract for services, Exhibit A, Insurance Requirements. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the COUNTY, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

V.8 SUBCONTRACTS AND ASSIGNMENT

V.8.1 Contractor shall not enter into any subcontracts for any of the work scheduled under this contract, nor assign or transfer any of its interest in this contract, without the prior written consent of the County.

(END OF SECTION)

SECTION VI.

RFP MANDATORY SUBMISSION FORMS

The following forms must be completed, signed and returned with the proposer's submission package.

Failure to do so may result in the proposal being deemed to be non-responsive.

Attachment A – To be completed, signed and returned with proposal.

PROPOSAL FORM
REQUEST FOR PROPOSALS
TO PROVIDE
Infectious Waste Inspection Services
Request for Proposal Due Date: X:00 PM [date]

The undersigned Proposer, hereinafter called Proposer, 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; that it is made without collusion with any official of the county; and that the Proposal is made without any collusion with any person making another Proposal on this Contract. The Proposer warrants that it has carefully examined the Request for Infectious Waste Inspection Services documents for providing the services described as follows:

Infectious Waste Inspection Services

The Proposer offers and agrees to provide **Infectious Waste Inspection Services** in Salem, Oregon.

The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.

The Proposer warrants that it has made such investigation as is necessary to determine the complexities and requirements of Marion County and, if its proposal is accepted, it will contract with Marion County. The contract will be in the form of the Marion County Contract. Proposer will provide the required services as specified in the terms and conditions contained within the RFP document, which by reference are incorporated herein in their entirety, and which may be incorporated into any Contract resulting from award of this procurement and that those terms and conditions take precedence over any conflicting terms and conditions in the proposer's proposal.

The proposer submits its proposal as required within the RFP document. This proposal shall be effective for a period of ninety (90) days from the RFP for **Infectious Waste Inspection Services** closing date.

The proposer further agrees that if the proposal is accepted, it will, **WITHIN** ten (10) calendar days after notification of acceptance, execute the contract with Marion County on the contract form, an example of which is included in the RFP document. The proposer will, at the time of execution of the Contract, deliver to Marion County the insurance certificate documentation required within the RFP document; and will, to the extent of its proposal, satisfy all requirements necessary to provide infectious waste inspection services for Marion County.

Attachment B – To be completed, signed and returned with Proposal

**MARION COUNTY, OREGON
REQUEST FOR PROPOSAL
Infectious Waste Inspection Services**

NON-DISCLOSURE FORM

Each individual page(s) or specific section(s) of the proposal that I have marked “THIS MATERIAL IS TO BE HELD CONFIDENTIAL!” are to be kept confidential to the extent permissible under the law. This data shall not be disclosed outside the County or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the County shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the County’s right to use information contained herein if it is obtained from other sources.

This restriction does not apply to cost or price information, which must remain public information.

By completing and signing this form, I acknowledge that I have marked the appropriate confidential and/or proprietary information according to instructions provided in the RFP.

If there is no confidential information marked, please check the box below, sign and return the form with your proposal.

I have not identified any confidential information in my proposal response.

By: _____
Signature

(Print or Type Name)

Title

Date: _____

For: _____
(Firm Name)

This non –disclosure form must be completed, signed in ink and returned with the proposal.

Attachment C – To be completed, signed and returned with proposal.

MARION COUNTY
Infectious Waste Inspection Services
solicited under ORS279B.110
ORGANIZATION IDENTIFICATION/RESPONSIBILITY

ORGANIZATION NAME: _____

PRINCIPAL: _____
Name / Title

ADDRESS: _____

TELEPHONE: _____ FAX: _____

The information provided in this form is part of the County’s inquiry concerning proposer responsibility pursuant to ORS 279B.110 for general procurement of goods and services. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that you are not a responsible proposer. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential, must be marked according to instructions in the solicitation document.

Submit completed form with other proposal forms as specified in Solicitation Document.

1. Is your company a Resident Oregon Bidder/Proposer as defined in ORS 279A.120?
 Resident Non-resident

Note: “Resident bidder” means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a “resident bidder”. (ORS 279A.120(1)(b).

2. Name of Insurance Carrier: _____
Address: _____
Coverage: _____

3. During the past two years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? Yes No
If yes, explain. _____

4. Has a judgment ever been entered against your company finding it to be in breach of any contract for unperformed or defective work? Yes No
If yes, explain. _____

5. Has any officer, employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? Yes No
If yes, explain. _____

6. Has any officer, employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?
 Yes No
If yes, explain. _____

7. Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? Yes No
If yes, explain. _____

8. Has any officer, partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract? Yes
 No
If yes, explain. _____

9. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$_____. What portion of this amount remains available at time of completion of this form? \$_____.
10. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?
 Yes No
If yes, explain. _____

11. Does your firm have any outstanding judgments pending against it? Yes No
If yes, explain. _____

12. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "Yes" even if the matter proceeded to arbitration or mediation without court litigation.
 Yes No
If yes, explain. _____

13. Have you or any of your affiliates discontinued business operation with outstanding debts?
 Yes No
If yes, explain. _____

Declaration and Signatures

The undersigned hereby declares that he or she is duly authorized to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the County of non-responsibility.

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

For: _____
(Firm's name) (Please type or print)

Business Organization: (Check one)

Corporation
 Partnership
 Joint Venture

Limited Liability Company
 Sole Proprietor
 Other _____

Exhibit A – Contract for Services

Exhibit B – Legal Notice

LEGAL PUBLICATION

Marion County is seeking proposals from qualified individuals or firms to provide infectious waste inspection services for materials brought to the Marion County Waste-to-Energy Facility in Brooks, Oregon.

Request for Proposals may be obtained from Marion County Public Works, 5155 Silverton Rd. NE, Salem, Oregon 97305, by calling (503) 588-5169, FAX (503) 588-3565 or email: jbickford@co.marion.or.us

A mandatory pre-proposal meeting is scheduled at 1:00 PM on [**day/ date**] at the Marion County Waste-to-Energy Facility, 4850 Brooklake Rd. NE, Brooks, Oregon.

Proposals will be received until, but not after **5:00 PM on [day / date], 2014**. Deliveries must be made between Marion County's normal business hours of 8:00 AM and 5:00 PM. Proposals submitted by hand delivery or courier are to be submitted to the Marion County Public Works, Attn: Marion County RFP for Infectious Medical Waste Inspection Services, 5155 Silverton Rd NE, Salem, Oregon 97305, or by mail to Marion County Public Works, Attn: Marion County RFP for Infectious Medical Waste Inspection Services at 5155 Silverton Rd NE, Salem, Oregon 97305.

Proposals received after the time set for submission will not be considered and proposals may not be withdrawn after the set time for submission.

Attention is called to all provisions of the Oregon Revised Statutes, Chapter 279 A, B, & C, Public Contracts and Purchasing, and Marion County Public Contracting Rules. The Marion County Board of Commissioners is the local contract review board. The County reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the County it is in the public interest to do so.

Alan Haley
Director, Marion County Public Works

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