COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jan Greenhalgh Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338 Direct (503) 397–4322 Fax (503) 366–7243 www.co.columbia.or.us

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON Wednesday, June 05, 2019 10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

05.29.19 Board Meeting 05.29.19 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

MATTER(S):

- Scappoose Water Shed Council Briefing Update. (Lonny Welter 30-45)
- Order No. 33-2019, In the Matter of Initiating the Formation of the Columbia County Rider Transit Service District

CONSENT AGENDA:

- A. Ratify the Select to Pay for 04.22.19.
- B. Approve Personnel Action for Steve Pegram.
- C. Approve Personnel Actions for Cost of Living Adjustment.
- D. Appoint Larry Boxman to the Ambulance Service Area Committee for a three year term, term to expire 12.31.2021.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- E. C88-2019, License ant Maintenance Agreement with the City of St. Helens for an Art Installation on County Property ("Flagship Columbia County").
- F. C72-2019 Approve Letter of Agreement with AFSCME Local 697 regarding Compensation Study.

DISCUSSION ITEMS:

- C87-2019 Contract with SSI Shredding Systems, Inc.
- Max Woods, Senior Policy Advisor for the Oregon Department Energy Upcoming battery storage project at the Port Westward PGE plant

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Executive Session under ORS 192.660(2)(e) – Real Property

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.



Columbia County Commissioner's Annual Report

AGENDA - The Year in Review

- 1. Overview
 - Activities by Stage & Type
 - Project Timelines
 - Interesting Numbers
- 2. Scappoose Bay Watershed Strategic Action Plan
- 3. Construction Projects
 - South Scappoose Creek
 - Dart Creek
 - Upper Milton Creek
 - North Scappoose Creek
- 4. Planning & Designs
 - Lower Milton Creek
 - South Scappoose Creek, Reach F
 - Fisher Park
 - Brush Creek
- 5. Sauvie Island Projects in partnership with West Multnomah SWCD
 - Conservation Plan
 - Drainage improvements
 - Multnomah Channel Temperature monitoring
- 6. Native Plant Nursery
 - Restoration plantings
 - Student and volunteering opportunities
 - Semi-annual public sales
- 7. Small Grants & Outreach
 - Landowner engagement, invasive species, and riparian restoration
 - Local community events

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

In the Matter of Initiating the Formation of the)	
Columbia County Rider Transit Service District)	ORDER NO. 33-2019

WHEREAS, ORS 451.435 authorizes the Board of County Commissioners for Columbia County, Oregon, to initiate the formation of a transit service district in accordance with the procedures set forth in ORS 198.705 to 198.955; and

WHEREAS, under ORS 198.835, the Board may initiate the formation of a district to be located entirely within the county through an order setting forth the County's intent, the name and boundaries of the district and the date time and place of a public hearing on the proposal; and

WHEREAS, Columbia County Rider, hereinafter referred to as "CC Rider," is a department of Columbia County and provides public transit service in and around the county; and

WHEREAS, to provide a stable funding source for CC Rider, the Board directed County staff on February 27, 2019 to prepare an order to initiate the formation of a service district under ORS 451.410 to 451.610 with a proposed tax rate of \$0.18 per \$1,000 of assessed property value; and

WHEREAS, the Board recognizes that the question of the formation must be put to the County's voters and desires that this be done at the November 2019 election.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. The Board of County Commissioners declares its intention to initiate the formation of a transit service district, the principal Act for which is codified at ORS 451.410 to 451.610; and
- 2. The name of the proposed transportation district will be the "Columbia County Rider Transit Service District," hereinafter referred to as the "District," and its boundaries are described in Exhibit A, which is attached hereto and incorporated herein by reference; and
- 3. Pursuant to ORS 198.800, a public hearing shall be held on the proposed district on July 10, 2019, a date that is not less than 30 days and not more than 50 days from the effective date of this order.

- 4. Notice of such public hearing shall be published in at least three public places and by two insertions in a newspaper, pursuant to the requirements of ORS 198.730, 198.800 and 198.840.
- 5. The Board has conferred with all cities within the County, and certified copies of resolutions from city councils of Clatskanie, Columbia City, Rainier, Scappoose, St. Helens, and Vernonia, consenting to be included in the District if it is formed, are attached hereto as Exhibits B, C, D, E, F and G respectively.

DATED this 5th day of June, 2019.

	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
	By:
	Henry Heimuller, Chair
Approved as to form	By:
	Margaret Magruder, Commissioner
By:	
Office of County Counsel	By:
	Alex Tardif, Commissioner

EXHIBIT A

Columbia County Rider Transportation District Boundaries

The Columbia County Rider Transportation District shall include the area within Columbia County, as follows:

Columbia County

Beginning at the point where the northern boundary of the state is intersected by the projection north of the range line between ranges 5 and 6 west of the Willamette Meridian; thence south along such projection and range line to the southwest corner of township 4 north, range 5 west; thence east along the line between townships 3 north and 4 north of the Willamette Base Line to the northeast corner of section 3, township 3 north, range 3 west; thence south along section lines to the southwest corner of section 11 of such township; thence east along section lines to the southeast corner of section 12 of such township; thence south along the township line to the southeast corner of section 13 in such township; thence east along section lines to the northeast corner of section 21, township 3 north, range 2 west; thence south to the southeast corner of section 21 of such township; thence east along section lines to the southwest corner of section 23, township 3 north, range 1 west; thence north to the west quarter-corner of such section; thence east along quarter-section lines to the boundary of the state; thence northerly and westerly along the boundary of the state to the point of beginning;

EXCEPTING THEREFROM:

City of Prescott

All territory included in the City of Prescott, as it existed on November 5, 2019.

EXHIBIT B

City of Clatskanie

Resolution 2019-01

A RESOLUTION APPROVING A COUNTY ORDER TO FORM A SERVICE DISTRICT FOR PUBLIC TRANSIT WITH A PERMANENT TAX RATE

WHEREAS, the Board of County Commissioners for Columbia County, Oregon, by order intends to initiate the formation of the Columbia County Rider Service District, hereinafter referred to as the "District," for the purpose of providing public transportation through a service district established in accordance with ORS 198.715 and 451.435; and

WHEREAS, the Board's order will also propose a permanent tax rate for the District in the amount of \$0.18 per \$1,000 of assessed property value within the District; and

WHEREAS, the City of Clatskanie is located within the service area of the proposed district and pursuant to ORS 198.835(3), no part of a city may be included within the boundaries of the proposed district without a resolution by the city approving that inclusion;

NOW, THEREFORE, BE IT RESOLVED, that,

- 1. If the voters approve the formation of the District, then the City Council of the City of Clatskanie hereby consents to be included in the district; and
- 2. A certified copy of this Resolution shall be delivered to the County Board to accompany the request for initiating formation.

PASSED and ADOPTED by the City Council of Clatskanie on May 1st, 2019.

Marci Moore, City Recorder

AYE NAY ABSENT ABSTAIN

ROLL CALL ADOPTION

Councilor:

Mayor:

Bob Brajcich Toby Harris

Bruce Jolma Willard Evenson Jim Helmen Gary Jones

Jean Sampson

X

EXHIBIT C

Council Bill No. 19-886

RESOLUTION NO. 19-1243-R

A RESOLUTION APPROVING A COUNTY ORDER TO FORM A SERVICE DISTRICT FOR PUBLIC TRANSIT WITH A PERMANENT TAX RATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA CITY, OREGON.

WHEREAS, the Board of County Commissioners for Columbia County, Oregon, by order intends to initiate the formation of the Columbia County Rider Service District, hereinafter referred to as the "District," for the purpose of providing public transportation through a service district established in accordance with ORS 198.715 and 451.435; and,

WHEREAS, the Board's order will also propose a permanent tax rate for the District in the amount of \$0.18 per \$1,000 of assessed property value within the District; and,

WHEREAS, the City of Columbia City is located within the service area of the proposed district and pursuant to ORS 198.835(3), no part of a city may be included within the boundaries of the proposed district without a resolution by the city approving that inclusion.

NOW, THEREFORE, BE IT RESOLVED, that, If the voters approve the formation of the District, then the City Council of the City of Columbia City hereby consents to be included in the district; and,

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be delivered to the County Board to accompany the request for initiating formation.

Passed by the City Council the 18th day of April, 2019, by the following vote:

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

Approved by the Mayor the 19th day of April, 2019.

Casey Wheeler

Mayor

ATTEST:

Michael S. McGlothlin
City Administrator/Recorder

EXHIBIT D

BEFORE THE CITY COUNCIL OF THE CITY OF RAINIER

RESOLUTION APPROVING A COUNTY ORDER)
TO FORM A SERVICE DISTRICT FOR A PUBLIC)
TRANSIT WITH A PERMANENT TAX RATE)

RESOLUTION # 19-05-01

WHEREAS, the Board of County Commissioners for Columbia County, Oregon, by order intends to initiate the formation of the Columbia County Rider Service District, hereinafter referred to as "District," for the purpose of providing public transportation through a service district established in accordance with ORS 198.715 and 451.435; and

WHEREAS, the Board's order will also propose a permanent tax rate for the District in the amount \$0.18 per \$1,000 of assessed property value within the District; and

WHEREAS, the City of Rainier is located within the service area of the proposed district and pursuant to ORS 198.835 (3), no part of a city may be included within the boundaries of the proposed district without a resolution by the city approving that inclusion;

NOW, THEREFORE, BE IT RESOLVED, that,

- 1. If the voters approve the formation of the District, then the City Council of the City of Rainier hereby consents to be included in the district; and
- 2. A certified copy of this Resolution shall be delivered to the County Board to accompany the request for initiating formation.

PASSED and ADOPTED by the City Council of Rainier on May 6th, 2019.

ATTEST:

Mayor for the City of Rainier

Sarah Blodgett

Interim City Recorder

EXHIBIT E

PLACEHOLDER FOR CITY OF SCAPPOOSE RESOLUTION

EXHIBIT F

City of St. Helens RESOLUTION NO. 1843

A RESOLUTION CONSENTING TO THE CITY OF ST. HELENS' INCLUSION IN THE COLUMBIA COUNTY RIDER TRANSIT SERVICE DISTRICT

WHEREAS, the Board of County Commissioners for Columbia County, Oregon, by order intends to initiate the formation of the Columbia County Rider Transit Service District, hereinafter referred to as the "District," for the purpose of providing public transportation through a service district established in accordance with ORS 198.715 and 451.435; and

WHEREAS, the Board's order will also propose a permanent tax rate for the District in the amount of \$0.18 per \$1,000 of assessed property value within the District; and

WHEREAS, the City of St. Helens is located within the service area of the proposed district and pursuant to ORS 198.835(3), no part of a city may be included within the boundaries of the proposed District without a resolution by the City approving the inclusion.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES as follows:

- 1. If the voters approve the formation of the District, then the City Council of the City of St. Helens hereby consents to be included in the District; and
- 2. A certified copy of this Resolution shall be delivered to the County Board of Commissioners to accompany the request for initiating formation.

Approved and adopted by the City Council on April 17, 2019, by the following vote:

Ayes:

Locke, Carlson, Topaz, Morten, Scholl

Navs:

None

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT G



RESOLUTION NO. 05-19

A RESOLUTION APPROVING A COUNTY ORDER TO FORM A SERVICE DISTRICT FOR PUBLIC TRANSIT WITH A PERMANENT TAX RATE

WHEREAS, the Board of County Commissioners for Columbia County, Oregon, by order intends to initiate the formation of the Columbia County Rider Service District, hereinafter referred to as the "District," for the purpose of providing public transportation through a service district established in accordance with ORS 198.715 and 451.435; and

WHEREAS, the Board's order will also propose a permanent tax rate for the District in the amount of \$0.18 per \$1,000 of assessed property value within the District; and

WHEREAS, the City of Vernonia is located within the service area of the proposed district and pursuant to ORS 198.835(3), no part of a city may be included within the boundaries of the proposed district without a resolution by the city approving that inclusion;

NOW, THEREFORE, BE IT RESOLVED, that,

- 1. If the voters approve the formation of the District, then the City Council of the City of Vernonia hereby consents to be included in the district; and
- 2. A certified copy of this Resolution shall be delivered to the County Board to accompany the request for initiating formation.

This resolution shall become effective upon adoption by the Vernonia City Council

Introduc	ed and ado	pted the	6 th day of 1	May, 2019	by the follo	owing vote	×	
Ayes:	4	Nays:	1	Abstain:_	ø	Absent:_	Ø	1.8
EX	y me, Ricl	lober	, Mayor, in	authentica	ation of its a	adoption th	is 6 th day of	f May, 2019.
Attest: Stephani	ST B	ity Reco	rder		ÿ.			

COLUMBIA COUNTY, OREGON INTEREST FORM APPLICATION FOR BOARDS/COMMITTEES

In order for the County Commissioners to more thoroughly assess the qualifications of persons interested in serving on a Columbia County board/committee, you are requested to fill out this interest form application as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

	Please list, in order of priority, any Columbia County board/committee on which you would be interested in serving and why. ASA Committee. I would like to represent Mist-Birkenfeld REPD on 2 assist in up do they the ASA plan as well as collaborate With Public Heath and other first responders
	Name Lorry Boxmon Mailing Address 71840 Fishhowk Rd. City Birkenfeld State OR Zip Code 970/6 Columbia County Resident? Yes No Home Phone (503) 755-2905 Fax E-Mail Address: Lbos/Ic@yahoo.com
C.	Current EmployerMist-Birkenfeld RFPD Address12525 Hwy 202 CityMist State OR Zip Code97016 Your Job Title Paramedic Work Phone(503) 755-2710 Fax Where would you like mail delivered: Home Work/
D.	Please list all current and past volunteer activities.
Washington County Washington - County	Name of Organization Dates Responsibilities Public Health Advisory Council / Oct 2014 - Current/Represent public So fety EMS Advisory Council / Oct 2016 - Current/Represent Ambalance Provider Mist-Birkenfeld RIFPID / 2014 - 2718 / Boord of Directory Volunteer
E.	Please list all education.
	Name of School Dates Responsibilities Clork College/1983-1987/ Paramedic Education Oregon Graduate Institute/2001/Six Sigma

F.	Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Columbia County board/committee. Tricia Martell 266 W. Main St. Hills bara, OR 97124 (533)846-8881 Louisa Partain 266, W. Main St. Hills bara, OR 97124 (503)846-2139
G.	Please list potential conflicts of interest between private life and public service which might result from service on a board/commission. None
Н.	What are your areas of interest? Emergency Medicul Services, Community Paramedicine Public Health
I.	Why are you interested in serving Columbia County? I like and work in Columbia County. I want to expand my role and continue to help my fire district and our residents
that an	mature affirms that all information is true to the best of my knowledge and that I understand y misstatement of fact or misrepresentation of credentials may result in this application being lifted from further consideration or subsequent to my appointment to a board/committee may in my dismissal.
NOTE applic	E: Applications will be held for one (1) year from date of receipt. All information on this ation is considered public record and may be made available upon request.
Signat	ure <u>Jany Bolim</u> Date 3/1/2019

Please complete and return to:

Board of Commissioners Office Columbia County Courthouse, Room 331 230 Strand Street St. Helens, Oregon 97051

LICENSE AND MAINTENANCE AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS FOR AN ART INSTALLATION ON COUNTY PROPERTY ("FLAGSHIP COLUMBIA COUNTY")

This License and Maintenance Agreement ("Agreement") is by and between Columbia County, ("Licensor" or the "County") and the City of St. Helens ("Licensee") for the placement and maintenance of artwork on County property. In consideration for the mutual benefits and covenants stated herein, the parties hereby agree to the following:

- 1. EFFECTIVE DATE. This Agreement shall be effective on June 5, 2019 and shall continue until September 4, 2019, unless otherwise terminated as set forth in Paragraph 4, below.
- 2. LICENSE. The County hereby grants to Licensee a license to enter upon, occupy, and use the Columbia County Courthouse Plaza, located at The Strand, St. Helens, Oregon, 97051 ("Premises"), subject to the terms and conditions set forth herein, for the purpose of installing and maintaining artwork ("Art") described in Exhibit A, attached hereto and incorporated herein by this reference.
- 3. TERMS AND CONDITIONS. The following terms and conditions shall apply to this Agreement:
 - a. The Art is for public use, and Licensee shall not restrict its use by the public except as necessary during periods of repair or maintenance.
 - b. The Art will be placed throughout the Premises, as generally shown on Exhibit A, which is attached hereto and incorporated herein by this reference. The Art shall not encroach into the public right of way. The final location and installation of the Art shall be approved by the County.
 - c. Signs shall not be allowed, except as approved by the County.
 - d. Licensee shall obtain all necessary permits and approval, such as but not limited to construction permits, prior to installation.
 - e. Licensee owns the Art and shall be responsible for and shall maintain and repair the Art as needed to ensure that it is safe for public use at all times. If repair or maintenance is necessary for public safety, and Licensee fails to repair or maintain the Art, the County may perform the needed repairs and/or maintenance and recover its costs from Licensee. The County shall notify Licensee in writing prior to performing any such repair or maintenance, unless the County determines that immediate repair is necessary for public safety.
 - g. The Art is intended to be a temporary installation. Licensee will remove at the Art no later than 7:30 a.m. on the morning of September 4, 2019; however, the County may for any reason and at any time require the immediate removal of the Art. If immediate removal is required, County shall notify Licensee in writing. Upon removal of the Art, Licensee shall restore the premises to substantially the same condition as prior to installation. If the Art is not removed or other arrangements are made and approved by the County within five (5) days of date of the notice, the County may remove and dispose of the Art as it sees fit. The County may also remove the Art without notice if it determines that immediate removal is necessary for public safety. The County may recover costs incurred in the removal and disposal of the Art from Licensee.

- h. The County shall in not be responsible for the safekeeping of the Art. The County will not insure the Art. Licensee shall be responsible for insuring the Art. Licensee agrees to hold the County, its officers, agents, and employees harmless from any loss or damage to the Art at all times during the term of this Agreement.
- i. Licensee agrees to indemnify, defend, save and hold harmless the County, its officers, agents or employees, from any and all claims, suits or actions of any nature, including constitutional claims, claims of injury to any person or persons or of damage to property caused directly or indirectly by reason of error, negligence, or wrongful act by Licensee, its officers, agents and/or employees arising out of the performance of this Agreement, including but not limited to the design, installation, maintenance, monitoring and repair of the Art. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- j. Licensee shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Licensee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Licensee agrees to notify County immediately upon notification to Licensee that any insurance coverage required by this paragraph will be canceled, not renewed, or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
- k. Licensee shall comply with all rules, regulations and requirements of the County with regard to the use of the premises pursuant to this Agreement.
- 4. TERMINATION. This Agreement may be terminated by either party upon 24 hours notice. Upon termination, Licensee must immediately remove the Art from the premises and return the premises to substantially the same condition as prior to installation.
- 5. REPRESENTATIVES. Any notice required to be given under this agreement shall be given to the following representatives:

FOR COUNTY

FOR LICENSEE

503-369-1081

Casey Garrett, Facilities Manager Columbia County 230 Strand St. St. Helens, Oregon 97051 503-397-7213 Joan Youngberg "This is Us" St. Helens Community Art Project 695 Seal Rd St. Helens, Oregon 97051

- 7. ENTIRE AGREEMENT. This document constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral, written, or contemporaneous agreement between the parties.
- 8. SEVERABILITY. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.
- 9. AMENDMENT. This Agreement may only be amended by a writing signed by the County and

Licensee.

- 10. NO WAIVER. Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not constitute a continuing waiver.
- 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSEE	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
By: John Walsh, City Administrator	By:Henry Heimuller, Chair
Date: 5/29 (19	By: Margaret Magruder, Commissioner
Approved as to form	By:Alex Tardif, Commissioner
By:	Date:

Flagship Columbia County is a Community Art Project. For the last 4 months Flagship has been holding flag painting events around the County. We have collected 1,500+ flags (8x8). We are now assembling the flags to hang side by side, much like Tibetan Prayer flags. It is our desire to hang the flags in the plaza for the summer season. The flags will be at least 10 feet off the ground and not obstruct traffic flow in the plaza. We are hoping that the flagship will add to a festive community atmosphere at our City Center.

Joan Youngberg

A Historic Court Hamsers

& City Hall & Flagshep Columbia County Community Art Project 2019 Joan Young berg 503-369-1081

A Flag will be hung at least 10 feet of the ground, randomly throughout the park, by CRPUD.

A They will be thoughtfully & gently secured to trees and light posts.

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the ACounty@, and the American Federation of State, County and Municipal Employees Local 697, hereinafter referred to as the AUnion@.

WHEREAS, the County has established a collaborative labor-management Committee with AFSCME Local 1442 in order to conduct a compensation study; and

WHEREAS, the County has invited the Union to participate on this Committee as a voting member;

NOW, THEREFORE, the County and Union agree as follows:

Compensation Review.

Beginning May 1, 2019, the Union shall join the collaborative committee already in effect between the County and AFSCME Local 1442 to prepare and recommend an outline for a compensation review. Each party shall appoint one additional member to this existing Committee. The Committee shall prepare an outline, that includes a compensation survey proposal (to be conducted by a mutually agreeable third party) and a proposed timeline. The review itself must be completed by February 28, 2020. The parties will negotiate wages once the review is completed. All dates may be changed upon mutual agreement of both parties.

This Letter of Agreement is effective from May 1, 2019 until such time as a new bargaining agreement is entered into between the parties and the language from this Letter of Agreement is either modified or incorporated therein.

In witness whereof, County and Union have executed this Article on the____day of May, 2019.

FOR THE UNION: AFSCME LOCAL 697:	FOR THE COUNTY: BOARD OF COMMISSIONERS:
By: Dean McMann, President	By: Henry Heimuller, Chair
AFSCME COUNCIL 75:	By: Margaret Magruder, Commissioner
By: Micaela Shapiro-Shellaby	By:Alex Tardif, Commissioner
	Approved as to form:
	By:County Counsel

C

PUBLIC PROCUREMENT CONTRACT

(ORS Chapter 279B)

by and between COLUMBIA COUNTY and SSI SHREDDING SYSTEMS, INC., dba SSI COMPACTION SYSTEMS

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and SSI SHREDDING SYSTEMS, INC., *dba* SSI COMPACTION SYSTEMS hereinafter referred to as "Vendor", for a compactor for the Columbia County Transfer Station.

WITNESSETH:

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

- 1. <u>Effective Date</u>. This Agreement is effective on the last date signed by the parties, below.
- 2. <u>Completion Date</u>. The completion date for this Agreement shall be no later than January 31, 2020, unless sooner terminated as provided herein.
- 3. Goods and Services Procured. Vendor agrees to provide the goods and/or equipment described in this Agreement and the following exhibits, which are attached hereto and incorporated herein by this reference: **Exhibit A**, Request for Proposals, including any addenda, and **Exhibit B**, Vendor's Proposal, as amended by letter dated May 28, 2019. The County elects to purchase the compactor as optioned, as described in Exhibit B, including the additional equipment and services described in Vendor's May 28, 2019 letter. Vendor shall be responsible for the proper installation of the goods and/or equipment as set for in Exhibit A. In case of conflict between this Agreement and its exhibits, this Agreement shall control, followed by Exhibit A and Exhibit B, in that order.
- 4. <u>Consideration</u>. County shall pay Vendor for the goods and/or equipment, and for the installation of the goods and/or equipment, an amount not to exceed \$1,324,360.20, as set forth in Exhibit B, said amount to be the complete compensation to Vendor for the services performed under this Agreement. This fee shall include all expenses and shall be paid in progress payments for items that are in hand at the time of invoice, as follows:
 - Plate/Tube Bulk Purchase or material in hand 20% of Machine Price
 - Floor Weldment complete 10% of Machine Price
 - Wall and Roof Weldments complete 10% of Machine Price
 - Platen and Carriage Weldment complete 10% of Machine Price
 - Chamber Weldment complete 20% of Machine Price
 - HPU Weldment complete 10% of Machine Price
 - Compactor Assembly complete 20% of Machine Price
 - Installed and Commissioned Compactor Price for removal of existing and installation of new compactor.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of

funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

5. <u>Contract Representatives</u>. Contract representatives for this Agreement shall be:

FOR THE VENDOR: FOR THE COUNTY:

Nathan Wilt Kathy Boutin-Pasterz, Solid Waste Coordinator

SSI Shredding Systems, Inc.

Columbia County Public Works Dept.

9760 SW Freeman Drive 1054 Oregon Street Wilsonville, OR 97070 St. Helens, OR 97051 (503) 682-6475 (503) 397-7259

nwilt@ssiworld.com kathleen.boutin-pasterz@columbiacountyor.gov

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

- 6. <u>Permits Licenses</u>. Unless otherwise specified, Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. <u>Compliance with Codes and Standards</u>. It shall be the Vendor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Vendor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.
- 8. <u>Reports.</u> Vendor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Vendor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Vendor delivers services under this Agreement and does not exercise any control over the activities of the Vendor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Vendor's debts or any other liabilities of Vendor. Vendor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Vendor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Vendor to any benefits generally granted to

County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Vendor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Vendor is presently a member of the Public Employees Retirement System).

- C. The Vendor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Vendor has the assistance of other persons in the performance of the Agreement, the Vendor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Vendor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Vendor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- 10. <u>Statutory Provisions</u>. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Vendor shall:

- (1) Make payment promptly, as due, to all persons supplying to Vendor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Vendor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
- B. Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Vendor, of all sums that Vendor agrees to pay for the services and all moneys and sums that Vendor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- C. Vendor shall pay employees at least time and a half pay for work the employees

- perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
- D. Vendor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the vendor may require the employees to work. [ORS 279A.235 (5)(b)]
- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 11. <u>Non-Discrimination</u>. Vendor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Vendor. Vendor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
- 12. Tax Compliance. As required by ORS 279B.045, Vendor represents and warrants that Vendor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Vendor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Vendor's failure to comply with the tax laws of this state or a political subdivision of this state before the Vendor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Vendor's knowledge, Vendor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
- 13. <u>Nonassignment; Subcontracts</u>. Vendor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications.
- 14. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

- 15. <u>Indemnity</u>. Vendor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Vendor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- 16. <u>Insurance</u>. Vendor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 each occurrence to protect County, its officers, agents, and employees. Vendor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Vendor agrees to notify County immediately upon notification to Vendor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
- 17. <u>Termination</u>. This Agreement may be terminated at any time in whole or in party by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions, and Vendor has not cured such default within 30 days:
 - A. If Vendor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

The rights and remedies of the County related to any breach of this Agreement by Vendor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. <u>Time of the Essence</u>. The parties agree that time is of the essence in this Agreement.

- 19. Ownership of Documents. Except as otherwise set forth in Section F of Exhibit B, all documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Vendor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Vendor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. <u>Choice of Law.</u> This Agreement shall be governed by the laws of the State of Oregon.
- 22. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 23. <u>Attorneys' Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- Warranty. Vendor warrants the goods and/or equipment delivered and installed, and the services provided, under this Agreement to be free from defects in design, material, and workmanship for a minimum of one year from the date installation of the goods and/or equipment is complete and accepted by County. Should any of the goods and/or equipment, or the services provided, be found defective, Vendor shall furnish the necessary parts and labor to correct such defect. If Vendor or the manufacturer provides a warranty which differs or exceeds that required by this paragraph, the warranty which provides the greatest protection to County shall control. This warranty is in addition to warranties of merchantability and fitness for a particular purpose as provided by law.
- 27. <u>Counterparts</u>. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each

copy of this Agreement so executed shall constitute an original.

VENDOR

28. THIS AGREEMENT CONSTITUTES THE ENTIRE ENTIRE AGREEMENT. AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. VENDOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OWNER

	· · · · · · · · · · · · · · · · · · ·
	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
By:	<u></u>
Name:	ву:
Date:	By:
	By: Margaret Magruder, Commissioner
Approved as to form	
By:	By: Alex Tardif, Commissioner
Office of County Counsel	Data
	Date:

ADDENDUM 1

REQUEST FOR PROPOSALS C00055-SWC-19

for

Solid Waste Compactor for Public Works

Date of Addendum: February 4, 2019

Issuing Office: Columbia County Public Works

Office of Finance & Taxation

LaVena Sullivan, Procurement Specialist

230 Strand St.

St. Helens, OR 97051

Phone: (503) 397-7210, X8428

Fax: (503) 397-7251

E-mail: <u>lavena.sullivan@co.columbia.or.us</u>

This addendum is being issued for the following purposes:

1. Notify potential Proposers of the rescheduling of the MANDATORY Pre-Proposal meeting.

2. Change in the MANDATORY Pre-Proposal meeting from teleconferencing to inperson.

All other sections of the original RFP issued January 23, 2019 remain unchanged.

- 1. The MANDATORY Pre-Proposal meeting has been rescheduled to Tuesday, February 12, 2019 at 1:00 pm local time due to technical difficulties at the first meeting.
- 2. MANDATORY Pre-Proposal meeting is changed from teleconferencing available to must come in-person.

Meeting is at: Columbia County Public Works

1054 Oregon St.

St. Helens, OR 97051

End of Addendum 1 RFP #C00055-SWC-19

Department of Public Works



1054 Oregon St.
Direct (503) 397–5090
Fax (503) 397–7215
publicworks@co.columbia.or.us
www.co.columbia.or.us

COVER PAGE

Public Works

SOLID WASTE COMPACTOR

Request for Proposal (RFP)

RFP #C00055-SWC-2019

Date of Issue: <u>January 22, 2019</u>

Closing Date and Time: March 12, 2019 at 3:00 pm

Single Point of Contact (SPC): LaVena Sullivan

Address: 230 Strand St

City, State, Zip St. Helens, Oregon 97501 Phone (voice) 503-397-0060 X8428

E-mail: LaVena.Sullivan@co.columbia.or.us

Columbia County Mission

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

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Columbia County Public Works, acting by and through the authority of the Columbia County Board of County Commissioners, ("County"), is issuing this Request for Proposals for a compactor designed for the continuous processing of solid waste and loading into trailers or intermodal containers to customer defined weights and densities.

The Columbia County Transfer Station is a facility operated by a contracted integrated waste and recycling services company but overseen by the Columbia County Public Works Department. Hudson/Waste Connections is currently contracted to manage and operate all of the functions of the Transfer Station, including the recycling center. The County also contracts with Clean Harbors to conduct three hazardous waste collection events per year.

The Transfer Station is open from 8:00 am to 5:00 pm, Monday through Saturday.

Municipal Solid Waste (MSW) is delivered to the transfer station by commercial haulers and Self-Haul (residential or business). Self-Haul represents approximately 80-85% of transactions at the transfer station but deliver only approximately 33% of the tonnage of garbage received. MSW brought to the transfer station for disposal is delivered onto a tipping floor prior to being loaded into the compaction system which prepares bales for loading into containers for transport to the disposal facility.

MSW originates from three sources:

- 1. Single-family residential and multi-family residential activities;
- 2. Institutional, commercial and light industrial activities; and
- 3. Demolition, land-clearing and construction activities.

Columbia County Transfer Station Tonnage MSW

	2012	2013	2014	2015	2016	2017	Projected 2018	Projected 2019
January	1833.75	1894.47	2103.39	2097.23	2348.39	2018.9	2658.29	2750
February	1780.99	1754.71	1661.52	1861.61	2133.6	2255.16	2140.92	2650
March	1890.84	1875.3	1588.82	1989.67	2332.98	2831.18	2820.62	3150
April	1961.81	2076.75	2203.81	2175.29	2494.25	2547.84	2492.49	3000
May	2120.88	2162.08	2158.99	2160.49	2284.2	2989.84	3181.69	3050
June	2244.86	2102.87	2078.85	2377.8	2404.95	2702.31	2763.5	2950
July	2273.29	2425.58	2226.93	2330.15	2420.83	2678.77	2744.86	2950
August	2233.08	2146.29	2184.17	2180.19	2727.45	3337.25	2777.54	3150
September	2162.03	2127.12	2349.92	2271.12	2546.11	2705.84	2544.25	3000
October	2320.90	2301.79	2414.9	2185.57	2432.75	2618.8	2876.02	2950
November	2001.65	1785.54	1987.06	2056.68	2382.12	2726.4	2650	2950
December	1900.05	1671.7	1994.82	2225.92	2065.83	2385.33	2750	2950
Total	24724.13	24324.2	24953.18	25911.72	28573.46	31797.62	32400.18	35500
change	3%	-1.60%	2.00%	0.10%	9.30%	10.14%	1.90%	9.57%

1.2 SCOPE & PROJECT DESCRIPTION

Transfer Station Compactor:

The scope of this project includes:

- 1. Design, manufacture, delivery and installation of a solid waste compaction system in 2019, including but not limited to compactor, High Pressure Unit (HPU), remote communications system, remote weight display screens and control systems and panels. The compactor must be designed to fit within the existing compactor bay;
- 2. Commissioning and acceptance testing of the compaction system and its components.
- 3. Develop an engineered design for all systems that takes into consideration fatigue failure, recognizes continued wear on the compactor boxes in the design of all welded structural joints, and provides details of the design methodology and quality control programs;
- 4. Provide goods and services as specified in the warranty for the compaction systems;
- 5. Provide spare cylinders when needed in the future;
- 6. Provide other spare parts including details of availability and shipping; and
- 7. Ongoing maintenance support during the life of the compaction system.

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

The County anticipates the award of one contract as a result of this RFP.

The initial term of the Contract is anticipated to be 2 years from contract execution to acceptance of installation and maintenance with extended warranty.

1.3 SCHEDULE

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

Event	Date	Time
Pre-Proposal Conference	*January 31, 2019	1:00 PM
Questions / Requests for Clarification Due	February 19, 2019	5:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	February 26, 2019	
RFP Protest Period Ends	*7 calendar days prior to	RFP Closing
Closing (Proposal Due)	*March 12, 2019	3:00 PM
Presentations, Demonstrations, or Interviews	TBD with Vendor	
Issuance of Notice of Intent to Award (approx.)	Est. April 11, 2019	

ı		
	Award Protest Period Ends	*7 calendar days after Notice of Intent to Award

1.4 SINGLE POINT OF CONTACT (SPC)

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

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE OF WORK

2.1 AUTHORITY AND METHOD

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

The County is using the Competitive Sealed Proposal method, pursuant to the Columbia County Public Contracting Ordinance (No. 2015-2, as amended), Oregon Revised Statute 279B.060 and Oregon Administrative Rules 137-047-0260. County may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 **DEFINITION OF TERMS**

For the purposes of this RFP, capitalized words are defined in the Columbia County Public Contracting Ordinance or as defined below.

Responsible Proposer - Proposers who have the capability and capacity to carry out all contractual responsibilities, and have:

- Appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
- Completed previous contracts of a similar nature with a satisfactory record of performance.
- A satisfactory record of integrity.
- The legal qualifications to contract with the County.
- Complied with the tax laws of the State of Oregon.
- Supplied all necessary information related to the determination of responsibility.
- No record of being debarred by the state or the County.

Responsive Proposal – A Proposal that unequivocally commits to the requirements of the Request for Proposals.

2.3 OVERVIEW AND PURPOSE

2.3.1 Project Overview and Background

Columbia County Transfer Station offers a full range of solid waste services from household hazardous waste collection to commercial and residential dumping services. Columbia County Transfer Station is part of the Public Works Department.

Columbia County operates a single transfer station site location in St Helens, Oregon that serves the entire population of Columbia County (Population 2017 – 51,782). The transfer station was built in 2006 and utilized a compactor system built in 1999 that served Columbia County at a previous transfer site. The compactor has reached the end of useful life expectancy and needs to be replaced.

This RFP describes the services and equipment to replace the compactor equipment at the current transfer station site.

2.3.2 Purpose

Columbia County's goal is to procure a system and the necessary equipment to increase efficiencies and sustainability of the service into the future. The new compactor should be able to process 30 tons of material per load. However, volume processing is not a priority. Instead, the goal is to improve the size of trailer loads being loaded. Currently, the site loads 4-5 trailers per day, with all trailers being 48 feet in length. Future estimates of trailer numbers will increase to 6-7 per day by 2025.

2.4 SCOPE OF WORK/SPECIFICATIONS

2.4.1 Scope of Work

The successful Proposer will provide a compactor designed for continuous processing of solid waste and loading into trailers or intermodal containers to offsite locations. The new unit must be installed within the current space dedicated for this purpose at the current Columbia County transfer station site. Plans of the current configuration are available. Load cells to provide repeatable instantaneous feedback of current load weight. Expected design will include, hydraulic power unit, bale chamber, trailer dock latch, load chute, and related control systems.

2.4.2 Specifications

2.4.2.1 Compactor features

- Production Rate of 75 tons per hour average
- 261 Ton compaction force
- Specially designed single stage, 16" (406mm) diameter hydraulic cylinder User-definable program to automate bale creation

• Self-calibrating electronic scale system with load cells (± 1% accuracy)

2.4.2.2 Compactor hardware

- Double bale system
- Trailer/Container latch with wheel guides and stop

2.4.2.3 Compactor Hydraulic Power Unit

• 200HP (149kW) Total; Dual 100HP (75kW) Drive Motors (TEFC)

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

There are no minimum qualifications for this RFP.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

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

Proposer shall submit one original signed Proposal plus one electronic copy of the complete Proposal on electronic media (USB drive) in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes. **Proposals are limited to 10 written pages** excluding required forms, and project examples and diagrams.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall complete and submit the Affidavit of Trade Secret (Attachment B) and submit one complete fully redacted version of its Proposal (redacting only the information that is exempt from disclosure), clearly identified as the redacted version. Proposer acknowledges that the County will ultimately determine whether the redacted information is exempt from disclosure and may disclose Proposer's redacted information if the County finds that the redaction is not supported by law.

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

3.2.2 Authorized Representative

Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by the County.

3.3 PROPOSAL CONTENT REQUIREMENTS

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

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

3.3.1 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

3.3.2 References

Proposer must provide a minimum of 3 references from current or former client firms for similar projects performed for any clients within the last 5 years. References must be able to verify the quality of previous, related work.

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

3.3.3 System Description

- Compactor Please provide the following detailed descriptions on the:
 - Features of the compactor see 2.4.2.1 above for minimum requirements
 - Hardware of the compactor see 2.4.2.2 above for minimum requirements
 - o Hydraulic Power Unit see 2.4.2.3 above for minimum requirements
 - Safety Features of the compactor
- Controls Please provide the following detailed descriptions on the:
 - o Features of the control panel
 - o Panel Design Standards

o Safety features of the control panel

3.3.4 Design Features and Benefits

- Please provide schematic drawings
- Please provide a preliminary design
- Please provide a build and installation schedule
- Include the basic specifications of the compactor
- Please provide example photos

3.3.5 Key Persons and their Resumes

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

3.3.6 Project Implementation Plan

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

3.3.7 Price Proposal

Submit a detailed Price Proposal that includes the following items:

- Base Price
- Potential utilization of existing equipment
- Additional Features/Options available
- Shipment and Installation
- Extended Warranty
- Service call and maintenance not covered under warranty

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on the Oregon

Procurement Information Network (ORPIN) at http://orpin.oregon.gov RFP documents will not be mailed to prospective Proposers.

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

This RFP and any subsequent RFP information may also be reviewed at the following Columbia County web site: http://www.co.columbia.or.us/requests-for-proposals

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is **MANDATORY**.

The purpose of the pre-Proposal conference is to:

- Provide additional description of the project, including site restrictions, layout etc. (see attached building and site plans);
- Explain the RFP process; and
- Address any questions Proposers may have related to the project or the process.

Statements made at the Pre-Proposal conference are not binding upon the County. Proposers may be asked to submit questions in writing.

Interested parties may participate in the Pre-Proposal Conference in person or by teleconference: Pre-Proposal Conference will be held **January 31 2019 at 1:00 PM PST.** 1054 Oregon St, St Helens, OR 97051. If interested in participating by teleconference, please contact the SPC via email: lavena.sullivan@co.columbia.or.us.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

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

- Be delivered to the SPC via email: lavena.sullivan@co.columbia.or.us
- Reference the RFP number: C00055-SWC-2019
- Identify Proposer's name and contact information
- Refer to the specific part of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Sample Contract. The protest must be received by the SPC no later than 7 days before Closing. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda as provided below and Proposer may take exception to the terms and conditions of the Sample Contract as set forth in the Negotiations Section.

4.4.2 Protests to Addenda

Prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted to the SPC by 3 p.m. Pacific Time of the second Business Day or the date and time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

4.4.3 Protest Process:

Protest of the RFP or subsequent Addenda must:

- Be delivered to the SPC via email, facsimile, or by hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be submitted by an authorized representative
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is

based

- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the Schedule
- Protests to Addenda must be received by the due date identified in the respective Addendum

4.5 PROPOSAL DELIVERY OPTIONS

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

Delivery through Mail or Parcel Carrier

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

<u>Delivery in Person</u>

A Proposal may be hand delivered and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during the County's normal Monday – Friday business hours of 8:30 a.m. to 5:00 p.m. Pacific Time, except during State of Oregon holidays and other times when the County offices are closed. Please note if delivered on Closing Date, Proposal must be delivered by 3:00 pm Pacific time. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

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

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email, facsimile, or hard copy prior to closing in accordance with OAR 137-047-0440. To be effective the notice must include the RFP title/number.

4.7 PROPOSAL DUE

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

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

4.8 PUBLIC OPENING

There will be no public Opening of Proposals. Pursuant to OAR 137-047-0630 Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued. However, the County will record and make available the identity of all Proposers after Opening.

4.9 PROPOSAL REJECTION

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

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the Responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with any County representatives such as County employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.10 EVALUATION PROCESS

4.10.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected. However, the County may waive mistakes in accordance with OAR 137-047-0470.

4.10.2 Evaluation Criteria

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

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

additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

4.10.3 Price Evaluation

Following scoring and ranking of Proposals, the sealed price Proposals from Proposers in the Competitive Range will be opened and scored as follows:

- Proposer with the lowest price Proposal will receive 25 points.
- Proposer with the second lowest price Proposal will receive 15 points.
- Proposer with the third lowest price Proposal will receive 10 points.
- All other Proposers will receive 0 points.

Points awarded for Price will be added to the technical score to determine the highest-ranked Proposer.

4.11 POINTS AND SCORING CALCULATIONS

Points are calculated based upon Proposer's ability to demonstrate and describe the elements outlined in Section 3, Procurement Requirements, above. Points possible are as follows:

Evaluation Criteria	Points per Section
System Description 3.3.3	20
Design Features and Benefits 3.3.4	20
Key Persons and their Resumes 3.3.5	15
Project Implementation Plan 3.3.6	20
Price Proposal 3.3.7	25
Total points available	100

4.12 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal, calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members.

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

The SPC will combine the average score for each Proposal based on the evaluation criteria and the Proposer's price score. After any applicable preference has been applied, SPC will determine the rank order for each Proposer, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

4.13 NEXT STEP DETERMINATION

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

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

4.13.1 Competitive Range Determination

If the County, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at the County's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. The County will post a notice in ORPIN of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

4.13.2 Competitive Range Protest

Proposers excluded from a round may submit a written protest of the Competitive Range determination. Protests must:

- Be emailed to the SPC;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Be submitted by an authorized representative
- State the reason for the protest;
- Be received within 7 calendar days after issuance of the Notice of the Competitive Range unless a different due date and time is specified in such notice.

The County will address all protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by the County.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

County, if it awards a Contract, shall award a Contract to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. The County may award less than the full Scope defined in this RFP. If agreement with the highest ranked Proposer is not reached, the County may offer award to the next ranked Proposer and so on until agreement is reached or until the County terminates the process. The County may require reconfirmation of the qualifications and staffing of any Proposer.

5.1.2 Intent to Award Notice

In accordance with ORS 279B.135 and OAR 137-047-0610, the County will notify all Proposers in Writing that the County intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Offeror shall have 7 calendar days from the date of the intent to award notice to file a written protest.

A Proposer is an Affected Offeror only if the Proposer would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- The County has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- The County abused its discretion in rejecting the protestor's Proposal as non-Responsive.
- The County's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If the County receives only one Proposal, the County may dispense with the evaluation process and intent to award protest period and proceed with Contract Negotiations and award.

5.2.1.1 Protests must:

Be delivered to the SPC via email, facsimile or hard copy

- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest
- Be received within 7 calendar days of issuance of the Notice of Intent to Award

5.2.2 Response to Protest

The County will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by the County.

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

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

5.3.1 Insurance

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

5.3.2 Taxpayer Identification Number

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

5.3.3 Business Registry

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

5.3.4 Responsibility Inquiry

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

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

5.4 CONTRACT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer, the County may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.

The County may negotiate the Statement of Work and the following terms and conditions:

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

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

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz

6.2 GOVERNING LAWS AND REGULATIONS

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

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will

determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

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

Pursuant to ORS 279B.100, the County may reject any or all Proposals in-whole or in-part or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County, as determined by the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.5 PRICE OF SUBMITTING A PROPOSAL

Proposer shall pay all the prices in submitting its Proposal, including, but not limited to, the prices to prepare and submit the Proposal, prices of samples and other supporting materials, prices to participate in demonstrations, or prices associated with protests.

6.6 RECYCLABLE PRODUCTS

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

6.7 RESPONSIBILITY DETERMINIATION

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

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

ATTACHMENT A – SAMPLE CONTRACT

PUBLIC PROCUREMENT CONTRACT (ORS Chapter 279B)

by and between COLUMBIA COUNTY and

and	This Agreement is made and entered into by and between COLUMBIA COUNTY, itical subdivision of the State of Oregon, hereinafter referred to as "County", hereinafter referred to as
"Vend	or".
	WITNESSETH:
the mu	IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of atual promises hereinafter stated, as follows: <u>Effective Date</u> . This Agreement is effective
2.	Completion Date. The completion date for this Agreement shall be no later than unless sooner terminated as provided herein.
3.	Goods and Services Procured. Vendor agrees to provide the goods and/or equipment as described in this Agreement and the following exhibits, which are attached hereto and incorporated herein by this reference: Exhibit A, Request for Proposals , and Exhibit B, Vendor's Proposal . Vendor shall be responsible for the proper installation of the goods and/or equipment as set for in Exhibit A. In case of conflict between this Agreement and its exhibits, this Agreement shall control, followed by Exhibit A, and Exhibit B in that order.
4.	Consideration. County shall pay Vendor for the goods and/or equipment, and for the installation of the goods and/or equipment, an amount not to exceed \$
5.	Contract Representatives. Contract representatives for this Agreement shall be:
	FOR THE VENDOR: FOR THE COUNTY:

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

- 6. <u>Permits Licenses</u>. Unless otherwise specified, Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. <u>Compliance with Codes and Standards</u>. It shall be the Vendor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Vendor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.
- 8. <u>Reports.</u> Vendor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Vendor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Vendor delivers services under this Agreement and does not exercise any control over the activities of the Vendor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Vendor's debts or any other liabilities of Vendor. Vendor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Vendor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Vendor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Vendor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Vendor is presently a member of the Public Employees Retirement System).
 - C. The Vendor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Vendor has the assistance of other persons in the performance of the Agreement, the Vendor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured

employer under ORS 656.407. If the Vendor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Vendor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. <u>Statutory Provisions</u>. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Vendor shall:

- (1) Make payment promptly, as due, to all persons supplying to Vendor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Vendor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
- B. Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Vendor, of all sums that Vendor agrees to pay for the services and all moneys and sums that Vendor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- C. Vendor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
- D. Vendor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the vendor may require the employees to work. [ORS 279A.235 (5)(b)]
- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS

279B.230 (2)]

- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 11. Non-Discrimination. Vendor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Vendor. Vendor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
- 12. Tax Compliance. As required by ORS 279B.045, Vendor represents and warrants that Vendor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Vendor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Vendor's failure to comply with the tax laws of this state or a political subdivision of this state before the Vendor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Vendor's knowledge, Vendor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
- 13. <u>Nonassignment; Subcontracts.</u> Vendor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications.
- 14. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- 15. <u>Indemnity</u>. Vendor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Vendor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- 16. <u>Insurance</u>. Vendor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 each occurrence to protect County, its

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

- 17. <u>Termination</u>. This Agreement may be terminated at any time in whole or in party by mutual consent of both parties. The County may terminate this Agreement without cause upon thirty (30) days written notice to Vendor. The County may also terminate this Agreement, effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions:
 - A. If Vendor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

The rights and remedies of the County related to any breach of this Agreement by Vendor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 18. <u>Time of the Essence</u>. The parties agree that time is of the essence in this Agreement. Failure of Vendor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Vendor's performance.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Vendor pursuant to this Agreement are the property of County, and it is agreed by the parties

- that such documents are works made for hire. Vendor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. <u>Choice of Law</u>. This Agreement shall be governed by the laws of the State of Oregon.
- 22. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 23. <u>Attorney's Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- Warranty. Vendor warrants the goods and/or equipment delivered and installed, and the services provided, under this Agreement to be free from defects in design, material, and workmanship for a minimum of one year from the date installation of the goods and/or equipment is complete and accepted by County. Should any of the goods and/or equipment, or the services provided, be found defective, Vendor shall furnish the necessary parts and labor to correct such defect. If Vendor or the manufacturer provides a warranty which differs or exceeds that required by this paragraph, the warranty which provides the greatest protection to County shall control. This warranty is in addition to warranties of merchantability and fitness for a particular purpose as provided by law.
- 27. <u>Counterparts</u>. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.
- 28. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY

UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. VENDOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VENDOR	OWNER
	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
By:	Bv:
Name:	By: Henry Heimuller, Chair
Date:	By: Margaret Magruder, Commissioner
Approved as to form	
Ву:	By: Alex Tardif, Commissioner
Office of County Counsel	Date:

ATTACHMENT B - AFFIDAVIT OF TRADE SECRET

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

- 1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
- **2.** I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Columbia County Public Works(County) in response to Request for Proposals #C0055-SWC-2019, for a Solid Waste Compactor and I am familiar with the contents of the RFP and Proposal.
- 3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
- **4.** I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - **A.** A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - **ii.** is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - **iv.** gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- **B.** Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

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

5. I understand that disclosure of the information referenced in Exhibit A may depend on official

My Commission Expires: _____

EXHIBIT A

Proposer identifies the following information as exempt from public disclosure:

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer:			
Address:			
City, State, Zip:			
State of Incorporation:			
Contact Name:Telep	none: Email:		
Oregon Business Registry Number (if required):			

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

- **1.** Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that County has reserved for negotiation, as identified in the RFP.
- 2. Proposer acknowledges receipt of any and all Addenda to this RFP.
- **3.** Proposal is a Firm Offer for 90 days following the Closing.
- **4.** If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
- **5.** I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- **6.** Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
- **7.** Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - **A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf, or
 - **B.** the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1
- **8.** Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in

- any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
- **9.** Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

1.	Proposer acknowledges these certifications are Contract at the time of Contract execution.	e in addition to any certifications required in the
	Authorized Signature	 Date
	Print Name and Title	

ATTACHMENT D - REFERENCES RFP C0055-SWC-2019 Solid Waste Compactor

Proposer Name:			
Proposer must provide a minimum of 3 references from current or former client firms for similar projects performed for any clients within the last 5 years. References must be able to verify the quality of previous, related work.			
The County may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, or verify any information needed. County may contact any reference (submitted or not) to verify Proposer's qualifications.			
Reference Number 1			
Organization Name:	Telephone:		
Contact Person:	E-mail:		
Project Title/Description:	Contract Term:		
Reference Number 2 Organization Name:	Telephone:		
Contact Person:	E-mail:		
Project Title/Description:	Contract Term:		
Reference Number 3 Organization Name:	Telephone:		
Contact Person:	E-mail:		
Project Title/Description:	Contract Term:		

SSI Shredding Systems, Inc.

9760 SW Freeman Drive Wilsonville, OR 97070-9286 USA 1+ (503) 682-3633 phone 1+ (503) 682-1704 fax www.ssiworld.com



28 May 2019

Kathleen Boutin-Pasterz

Solid Waste Program Coordinator - Columbia County Public Works Department

Re: Additions for Columbia County Compactor Replacement Project

Dear Kathy,

Thank you again for the opportunity to work with Columbia County in the supply of a new SSI Pre-Load Compactor. We are looking forward to the project!

As per our discussion with Michael Russell, Tristan Wood, and yourself, I wanted to propose the following items as per Columbia County's request:

- SSI will change the location of the control panel for the compactor from being mounted on the compactor to the outside of the building, just to the SW of the compactor bay opening. SSI will also supply the conduit to allow for not the control panel wiring, but also CAT5 cable for future IP Cameras (to be supplied by others). The price of the change will be \$2,000 USD.
- An additional handheld remote (spare) was requested and can be supplied for \$1,475.20 USD.

On the commercial side of things, please note the following updates on contract language:

- SSI accepts taking on the County as Additional insured. As per our discussion where Columbia County was willing to bear the fee for this, the price for this would be \$230.
- SSI accepts using the word 'solely' in the final sentence of section 15.

If you have any questions, please don't hesitate to let me know.

Sincerely yours,

Nathan Wilt

Compactor Technical Sales

Columbia County Solid Waste Compactor Proposal Cover Page RFP #C00055-SWC-19

Columbia County SPC: LaVenna Sullivan

SSI SPC: Nathan Wilt

Email: <u>nwilt@ssiworld.com</u> Direct Phone: 503-682-6475

INTRODUCTION

SSI installed the current Model 2500 compactors in the Columbia County Transfer station in 2006, after it was originally manufactured and installed at the previous transfer station in 1999. Since that time, SSI has continued manufacturing and improving the compactor product line, installing compactors in California and the Pacific Northwest. In the years since your first compactor was manufactured, there have been many technological advances, especially in electronics and safety system, which will be incorporated in the new compactors. These improvements will provide environmental benefits, an increased operating life, and a safer, more user-friendly Model 2500 SPH compactor- all while maintaining and exceeding the production capabilities of your existing compactor.

This proposal will be for the removal and replacement of SSI Model 2500 compactor located at 1601 Railroad Ave in St. Helens, OR. The replacement compactor will feature equivalent or better performance of existing units, along with upgrades as outlined further in the proposal. The existing compactor will be removed and placed on the 1601 Railroad Ave. site with an option for on-site demolition and disposal provided by SSI.

Since our inception in 1980, SSI Shredding Systems has established itself as an engineering design company that builds what it creates. SSI is a group of highly experienced and dedicated application specialists, engineers, designers, and technicians. Currently, SSI employs about 170 individuals in Clackamas County, and produces products that are installed in over 60 different countries. Since 1990, SSI Compaction Systems (a subsidiary of SSI Shredding Systems) has marketed, designed, manufactured, delivered and installed waste transfer station pre-load compactors. SSI Compaction Systems is located in Wilsonville, Oregon where it maintains its manufacturing facility and service offices.

SSI Compaction Systems is, and has been, a very stable manufacturer of Pre-Load compactors for the last two decades. With a fleet of thirty-one (31) model 2500 compactors and twenty-six (26) of the model 4500 compactors, SSI has had the advantage of taking customer feedback and continuously improving our compactor product line. Several of the installations in the last 5 years are replacements of SSI units that are ~20 years old, speaking to the longevity of the equipment, and the level of expertise that SSI has in upgrading existing waste handling equipment.

We look forward to offering the following proposal and continuing to strengthen SSI's relationship with Columbia County.

Nathan Wilt – Technical Sales

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: SSI Shredding Systems, Inc.

Address: 9760 SW Freeman Drive

City, State, Zip: Wilsonville, OR 97070

State of Incorporation: Oregon Entity Type: S-Corporation

Contact Name: Nathan Wilt Telephone: 503-682-6475 Email: nwilt@ssiworld.com

Oregon Business Registry Number (if required): 0304890-9

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

- 1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that County has reserved for negotiation, as identified in the RFP.
- 2. Proposer acknowledges receipt of any and all Addenda to this RFP.
- 3. Proposal is a Firm Offer for 90 days following the Closing.
- **4.** If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
- 5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- 6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
- 7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - **A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf, or
 - **B.** the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1
- **8.** Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in

- any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
- **9.** Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- **11.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract at the time of Contract execution.

Authorized Signature

-

4/11/19

Nathan Wilt Technical Sales
Print Name and Title

ATTACHMENT D - REFERENCES RFP C0055-SWC-2019 Solid Waste Compactor

Proposer Name: SSI Shredding Systems, Inc			
Proposer must provide a minimum of 3 references from current or former client firms for similar projects performed for any clients within the last 5 years. References must be able to verify the quality of previous, related work.			
The County may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, or verify any information needed. County may contact any reference (submitted or not) to verify Proposer's qualifications.			
Reference Number 1			
Organization Name:	Telephone:		
Portland Metro	503-504-2933		
Contact Person:	E-mail:		
Bob McMillan	bob.mcmillan@oregonmetro.gov		
Project Title/Description:	Contract Term:		
Metro South and Central Compactor Replacement	Supply and installation of (4) SSI Compactors		
Reference Number 2			
Organization Name:	Telephone:		
Snohomish County	(425) 388-7654		
Contact Person:	E-mail:		
David Schonhard	david.schonhard@snoco.org		
Project Title/Description:	Contract Term:		
Airport Road and North Compactor Replacements	Supply and installation of (3) SSI Compactors		
Reference Number 3			
Organization Name:	Telephone:		
County of Sacramento			
Contact Person:	E-mail:		
Alan MacIsaac	macisaaca@saccounty.net		

Contract Term:

Supply and installation of (1) SSI Compactor

Project Title/Description:

North Area Station Compactor Replacement

SECTION A: SYSTEM DESCRIPTION

FEATURES OF MODEL 2500-SPH COMPACTOR

Horsepower: 200 HP

Production Rate*: 75 tons per hour avg.

Compaction force: 261 tons, 74 psi platen pressure

Hydraulic Cylinder: 16" (406mm) Single Stage, Double Acting

Payload Weight*: 30-35 tons

Charge hopper: 18 cu. yds capacity, 6' x 10' infeed opening

Chamber Dimensions: 7' x 7' x 17' (31 cu. yds.)

Compaction force: 261 tons, 74 psi platen pressure

Bale Weight Control: Self-Calibrating Load Cells (4) w/ ±1% accuracy

Overall Dimensions: 71' long, 9'wide Weight: Approx. 165,000 lbs.

* Assumes an infeed material density of 350 lbs/yd3 and hopper charge time of 30s

HARDWARE ON MODEL 2500-SPH COMPACTOR

- Double bale system, 7' x 7' x 17' compaction chamber
- Trailer wheel guides with tire stop
- Fixed position trailer latch
- Slab mounted pedestal design
- Replaceable abrasion resistant steel floor liners

HYDRAULIC POWER UNIT FEATURES

- Motor starter panel (NEMA 4) (460V/3ph/60hz), pre-wired and mounted on the hydraulic power unit
- Variable frequency drives for main pump (Option) and heat exchanger motors.
- Integrated spill containment
- Oil cooler with 5 HP automatic fan

COMPACTOR CONTROLS DESCRIPTION

- Local operator control panel with 12" Touch Screen interface
- SSI automated constant density program with user definable parameters for bale creation
- Secure Modem (VPN) for on-line troubleshooting (requires connection to Internet)
- Motor starter panel (NEMA 4) (460V/3ph/60hz), pre-wired and mounted on the hydraulic power unit
- Variable frequency drives for main pump (Option) and heat exchanger motors
- 6" LED digital display (data board)
- All panels UL-508/CUL listed

- 24VDC Control System for increased safety arc flash and shock hazards almost negligible
- Pilot pressure dump valve to automatically reduce hydraulic hazard in event of power off or emergency machine off
- Redundant wiring on safety devices (access interlocks and E-Stop buttons)

SECTION B: DESIGN FEATURES AND BENEFITS

Please refer to the APPENDEX section of the proposal for the following:

- Sample Schematics for a 2500 SPH Compactor (APPENDEX A)
- Sample Layout for a 2500 SPH Compactor (APPENDEX B)
- Basic 2500 SPH Specifications and images (APPENDEX C)

BUILD AND INSTALLATION SCHEDULE

Compactor fabrication and build time is typically about 24-28 weeks from a signed contract, depending on work currently in process. Because of the size and amount of fabrication required, compactors can only be built two at a time with one of the two being the primary fabrication focus at any given time. Completion of individual units are typically staggered by 2 months, and we build compactors first-come-first-serve based on deposit/signed contract. Lead times are provided at the time of a contract being signed due to this. Currently, there is an opening in the production schedule beginning in July, with several upcoming projects that have not been finalized. This may mean that there is an opening in the fall of 2019, or possibly in 2020 depending on when a contract is awarded.

Once the compactor has been fabricated, removal and installation typically takes about 14 calendar days. Demolition and disposition of the existing SSI 2500 compactor would occur after the installation of the new SSI model 2500SPH compactor has been completed. This work would be coordinated with Columbia County, as well as the Transfer Station operator to minimize the impact to operations and would require an area on the site that would allow for the use of a shear and cutting torches (if needed) to break down the existing compactor for removal from site.

Based on a 30-day contract negotiating and signing period, along with no additional orders, the following is a construction time table for the project:

- 1) RFP delivered April 12, 2019
- 2) Signed contract May 13, 2019
- 3) Order long lead components (hydraulic cylinders, electrical and hydraulic components, steel sheets) June 3, 2019
- 4) Create drawing package for customer review (General Arrangement Drawings), July 1, 2019
- 5) Customer Approval by August 1, 2019

- 6) Order Compactor Materials August 12, 2019
- 7) Begin compactor construction at SSI factory September 2, 2019
- 8) Start-up and testing at SSI factory October 14, 2019
- 9) Dis-assemble and prepare for shipping October 28, 2019 Compactor Install
- 10) Mobilize heavy lift and SSI field service crews at site November 6, 2019
- 11) Remove existing compactor November 6-8
- 12) Deliver new compactor November 11, 2019
- 13) Start-up and test new compactor November 18-19
- 14) Operator and Facility training November 19-20

SECTION C: KEY PERSONS AND THEIR RESUMES

Thomas Garnier – Owner/President SSI Shredding Systems. The creator and founder of SSI Shredding Systems.

Nathan Wilt – Sales/Engineering SSI Compaction Systems. Prior to joining SSI's sales group, Nathan spent 11 years as an equipment engineer with the last 7 of those as a project manager specializing in the installation and removal of large stationary processing equipment. The last 3 years, Nathan has focused on the commercial side of SSI's Compaction and Shredding systems with a focus on serving municipalities and engineering companies/systems integrators. He will be the principle contact for this project.

Jason Brickman – Engineering. Jason has been a valuable member of SSI's engineering team for the last 6 years, specializing in mechanical design and system layout. Jason will be the primary engineer for this project.

Rob Currier – Engineering / Project Management. Rob began as a compactor and shredder field service engineer before moving into more of an engineering and production management role. Currently, Rob assists Jason with drafting support, as well as production planning and coordination. In addition to this, Rob handles the coordination of vendors and has provided on-site installation support and coordination, including most recently the Portland Metro compactor replacements at the Central and South Transfer Stations. Rob would serve as the on-site project coordinator during the installation.

Steve Rumpca – Manufacturing Superintendent. Steve has had over two decades of manufacturing management experience as the fabrication supervisor for SSI. Prior to working at SSI, Steve worked for AMFAB manufacturing Pre-Load Compactors. Steve will be the shop manufacturing lead for the fabrication of the compactor.

Slava Sachkov – Field Service Engineer. Slava has been involved with Customer Service specific to Compactors for over a decade providing service support to install new units

and supporting existing compactor installations. Originally starting as a welder/fabricator in shipyards, he is currently our resident expert on compactor PLC programming and electronics commissioning. Because of his well-rounded skill set, Slava is usually involved in all aspects of the compactor installation.

Keith Kropf – Field Service Engineer. Keith has been the primary install lead for compactors for several years and has been involved with Field Service Customer Support for over a decade. Prior to providing Field Service Support, Keith worked as a welder/fabricator for decades, including at AMFAB building Pre-Load Compactors before joining SSI. He will also be acting as the on-site fabrication lead.

SECTION D: PROJECT IMPLEMENTATION PLAN

Once the compactor is complete and tested at the factory, SSI will begin to prepare it for shipping. At the same time, site preparation will begin at the transfer station. The project coordinator will work with site operations and management to identify work areas as well as timing of individual items. Work areas will be identified with caution tape.

SSI will utilize the following trades where licensed professionals are required:

- Rigging Crew Currently SSI has utilized both Omega Morgan and Integrity
 Machinery Moving. Both companies have experience in removal and installation
 of SSI compactors and the specialized equipment required for compactor
 installation. Both can also provide Millwright services as required.
- Electrical SSI has used Stoner Electric as well as Christenson Electric recently in the Portland area installs. Both have performed well, and could be used for the St. Helens compactor installation.
- Transportation Gresham Transfer as well as Ness Campbell have heavy haul equipment dollies appropriate for transportation of compactor chambers
- Demolition Disposal of existing compactors has recently been performed by Elder Demolition in the Portland area.

Overall Installation sequence:

Day #1

SSI Technicians remove oil from existing HPU and System Electrical contractor on site for primary electrical disconnect Deliver Telehandler and any additional rental equipment Transfer Station Operation to clean trash from compactor bay.

Day #2

Rigging Crew arrives and unloads equipment
Begin removal of Hopper and placement on site
Rigging Crew to set up and jack compactor off load cells and place on dunnage
Electrical contractor to remove interconnect wiring
Disconnect of hydraulic connections

Day #3

Rigging Crew assists in removal of front and rear pedestal
Rigging Crew to place compactor on heavy equipment dolly and remove existing
compactor

Rigging Crew to remove existing HPU

Day #4

Deliver Trailer#1 First thing in AM - Pedestals, Facility Plumbing, HPU, MSP, Control Panel, Heat Exchanger, crated components

Survey and place pedestals for core drilling

Rigging crew to place new HPU

Clear out extra conduit, pipework.

Facility plumbing removal and replacement

Day #5

Start Electrical – Interconnects between components
Deliver trailer#2 - Platen, Handrail, Trailer guides, Latch, Gate & Track.
Load new chamber @ SSI as early as possible and deliver to site
Rigging crew to set chamber into position and place on dunnage
Place front pedestal and rear pedestal
Weld load cell blocks to pedestals.

Day #6

Electrical installation continues
Rigging crew to install Platen (carriage already in place)
SSI to install handrail
SSI and Rigging crew to install Gate & Upper Track/Braces.
SSI to begin installing hydraulic valving/plumbing

Day #7

Electrical installation continues SSI to remove and remove readerboard SSI to complete hydraulic connections New Oil drop off + tote.

Day #8

Electrical installation continues SSI to work with Rigging crew to place chamber on pedestals SSI and Rigging Crew to re-install hopper

Day #9

Electrical concludes
Bring customer trailer in and set trailer latch/trailer guide.
Testing and finish loose ends

Day #10

Testing with materials Training operators

OPPORTUNITIES AND PROCEEDURES

SSI Compaction Systems have maintained communications with the transfer station operator (Hudson City Garbage) on the current compactor installation. At the beginning of the project, there will be open communication between all parties, Columbia County Solid Waste, and the transfer station operators (if necessary). This communication will be through Nathan Wilt and Rob Currier to insure all parties are kept up to date with the project and its schedule.

During removal of the existing compactor, installation and startup, communication includes Nathan Wilt, Rob Currier, and our Customer Service representatives Slava Sashkov and Keith Kropf.

Technical assistance begins with a secure compactor modem (supplied with the compactor operating system). This modem connects the compactor with the programming engineering staff at the SSI factory. Our compactor customer service representatives can be contacted if questions arise as well.

As in the past, SSI Compaction Systems has had open and supportive dialog with the facility operators and personnel. This will continue through and beyond the project.

SECTION E: PRICE PROPOSAL

Cost Break down for project:

Item	Description	Units	Total Price
1	Compactor as described, F.O.B. Wilsonville, OR	\$882,420.00	
2	Remove & Disposition existing compactor; Transport, Install &	\$355,750.00	
	commission new compactor		
Base	\$1,238,170.00		
Reco	mmended options		
3	HARDOX Abrasion Resistant Wall Liners	1	\$28,620.00
4	Variable Frequency Energy Saving Motor Controls	1	\$46,065.00
5	SSI Compactor Information System	1	\$7,800.00
Com	\$1,320,655.00		

POTENTIAL UTILIZATION OF EXISTING EQUIPMENT

In reviewing the current installation with engineering as well as our field service staff, and while we will re-use the current hopper, we unfortunately can't reuse the pedestals. While they are sound, the pedestals currently installed are not designed for the slope that compactor is currently at due to the compactor being moved and installed with a layout

different than the original design. The pedestals would have to be removed for the installation to allow access of moving the old unit out and the new system in on heavy equipment dollies. This would not lead to an installation savings in attempting to reuse them. SSI would place new pedestals designed for this site in the same location (the current design utilizes a larger base plate and a grout pad) as the existing pedestals.

INFORMATION ON COMPACTOR OPTIONS:

Option, HARDOX Abrasion Resistant Plate Wall Liners –SSI Compaction Systems have been introduced wall liners in 2003, and since then it has been included in almost all domestic compactors. The main structural wall of the chamber is a 5/8" T-1 Steel. We have found that over 15 years or so of use, the lower 1/3 or so of the wall sees significant wear. By adding a ½" HARDOX abrasion resistant steel over top of this (seam welded on the edges and plug welded throughout), the structural wall steel is protected by a long service life plate that can be replaced. In the units installed with wear liners, wall wear has been kept to a minimum (the first units to use them still have not seen wear to the point where the wall liner requires replacement). These wall liners (and standard floor liners) keep the chamber walls and floor structure intact, therefore increasing the effective life of the compactor far beyond 20 years.

Option, Variable Frequency Energy Saving Motor Controls –Variable Frequency Drives (VFD's) have been an option on SSI Compactors for over almost a decade. The core function of the VFD's is to reduce the consumed power by the main pump motors to almost zero when the cylinders are not moving. Previously, the motors ran continuously, and valves were utilized to send the generated hydraulic fluid flow back to the tank. An independent survey by the Seattle Public Utilities (attached to proposal) showed an energy savings of 49% on a heavily utilized (~90tph) machine. On a machine that is not heavily utilized, this savings would be even more significant, as the cylinders are not moving as often. Most systems see a return on investment within 4-5 years.

Option, SSI Compactor Information System – SSI's Wave7 Compactor Information system delivers critical current time production and operational information in a convenient dashboard right to any device, including your smartphone, anywhere in the world with an internet connected device and login/password. The targets and reports are user definable, enabling flexibility in the tracking and reporting of information. Benefits include:

- 1. Subcontractor load management and contract enforcement
- 2. Production information, such as
 - a. Containers per shift/day/week etc.
 - b. Payload per container
 - c. Total weigh per shift
 - d. Power usage
 - e. Operating hours
- 3. Maintenance information, such as
 - a. Faults per day/week etc.
 - b. Alarms

- c. Travel distance for cylinder rods
- 4. Reporting
 - a. Automatically emailed production reports



Example of the production report from a 2500 SPH compactor on an iPad screen.

Pricing has an upfront hardware/software cost and a monthly component that is based on data storage and number of users. The upfront hardware/software cost is included in the options portion of the costing table above. An example for the monthly support/data portion for one (1) compactor with one (1) concurrent user (meaning you can have as many users as you want, but only one checking data at a given time) would be \$2,400.00 per year. Other packages are available for more concurrent users or data/features, including kiosk or operations center displays.

EXTENDED WARRANTY

Because component life is so heavily influenced by proper maintenance (such as filter changes), SSI does not typically offer extended warranties unless SSI is performing the maintenance to ensure it is being completed to the proper schedule. If a service contract is desired, an extended warranty can be offered with it.

SERVICE CALL AND MAINTENANCE NOT COVERED UNDER WARRANTY

Please refer to APPENDIX D for SSI's Field Service rates

SECTION F: POINTS OF DISCUSSION ON SAMPLE CONTRACT

Item #2 – Completion Date – will be determined at the time of signing the contract, as other orders in process (with a deposit or contract) can have an effect on the date.

Item #4 – Because of the amount of material and labor required to build a compactor, we would propose progress payments for items that are in-hand at the time of invoice. A proposed format for this would be:

- Plate/Tube Bulk Purchase or material in hand 20% of Machine Price
- Floor Weldment complete 10% of Machine Price
- Wall and Roof Weldments complete 10% of Machine Price
- Platen and Carriage Weldment complete 10% of Machine Price
- Chamber Weldment complete 20% of Machine Price
- HPU Weldment complete 10% of Machine Price
- Compactor Assembly complete 20% of Machine Price
- Installed and Commissioned Compactor Price for removal of existing and installation of new compactor

Item #4 - SSI would require confirmation from the County that the appropriate funding has been approved for the project prior to starting work on the project (due to the ability to terminate this agreement if the funding is not approved and in place).

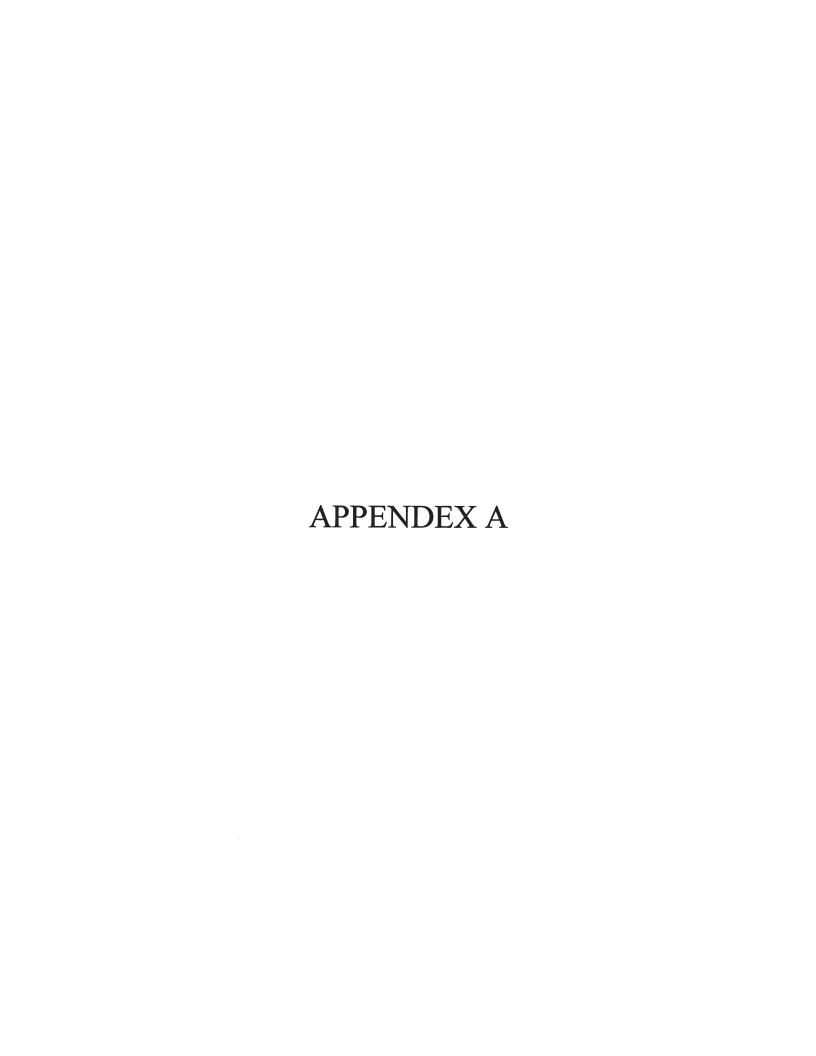
Item #15 – On the final sentence, SSI requests the removal of 'solely' from the language. While other factors may play into a situation, if the majority of fault lies with either SSI or the County is a situation, SSI would want the responsibility to be proportional to the degree of fault.

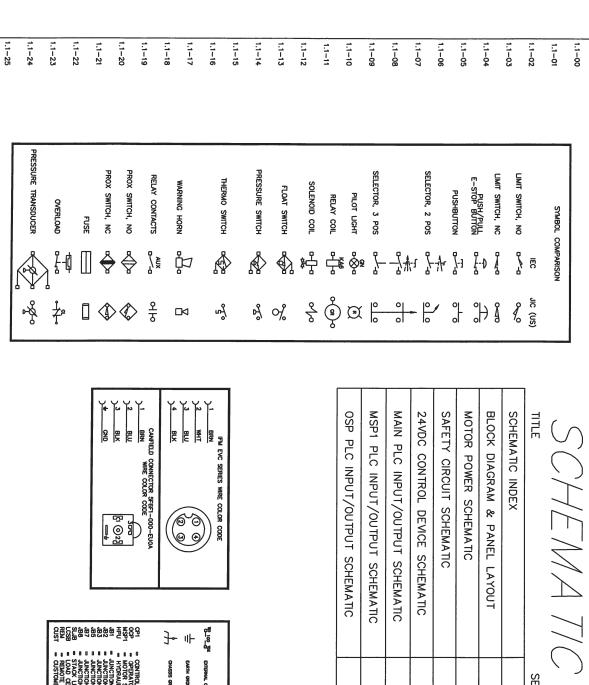
Item #16 – SSI requests removal of 'additional insured'. As an equipment supplier, we have a policy to no include 'additional insured' to our insurance. This is due to the amount of additional insured that would need to be added if customers request this, and the impact that this would have on SSI's premiums. SSI does have very healthy general liability insurance, in excess of the \$2,000,000 amount listed.

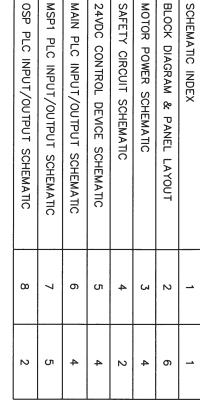
Item #17 – SSI requests removal of the ability to terminate the agreement without cause upon thirty days of written notice to vendor. As a piece of custom equipment, a pre-load compactor is not something that can be placed in inventory and resold. SSI understands that if there is an issue in delivering a product that performs in line with what has been proposed, it is SSI's responsibility to remedy the situation. A proposed version of the language would be:

"This Agreement may be terminated at anytime in whole or in part by mutual consent of both parties. The County may also terminate this Agreement effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions, and Vendor has not cured such default within 30 days:" Following this, the rest of the language for this section would be acceptable to SSI.

Item #19 - SSI as a vendor gives rights to the County to use and reproduce documents, but does NOT give the County the rights, license, or approval to make or reproduce the equipment shown in the documents, or provide the documents to others to reproduce the equipment.

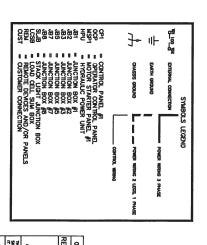






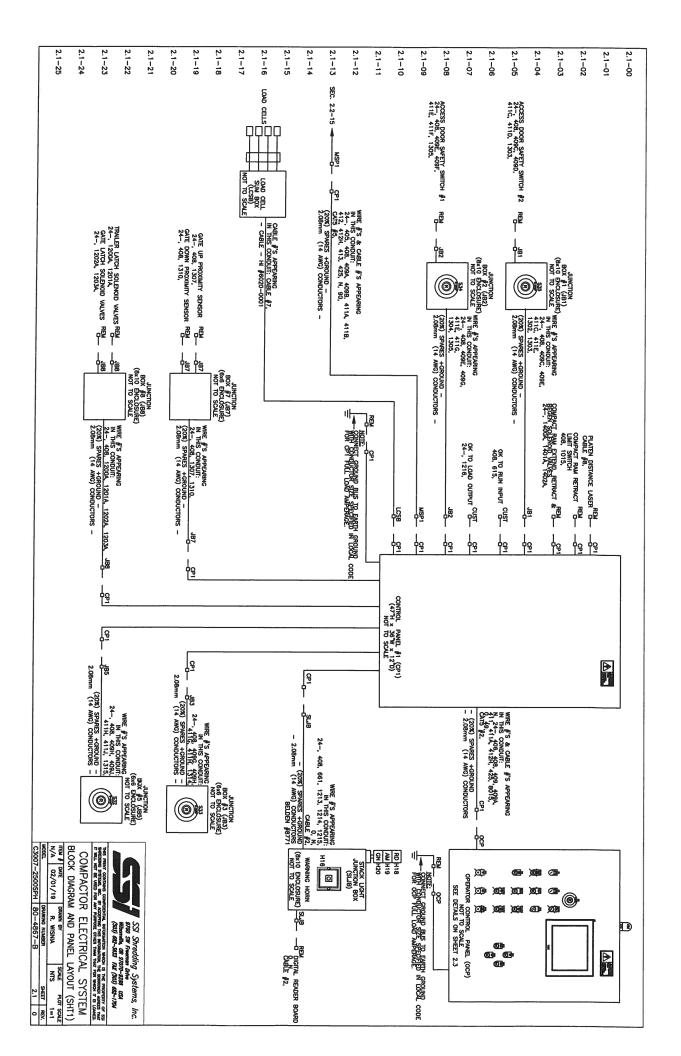
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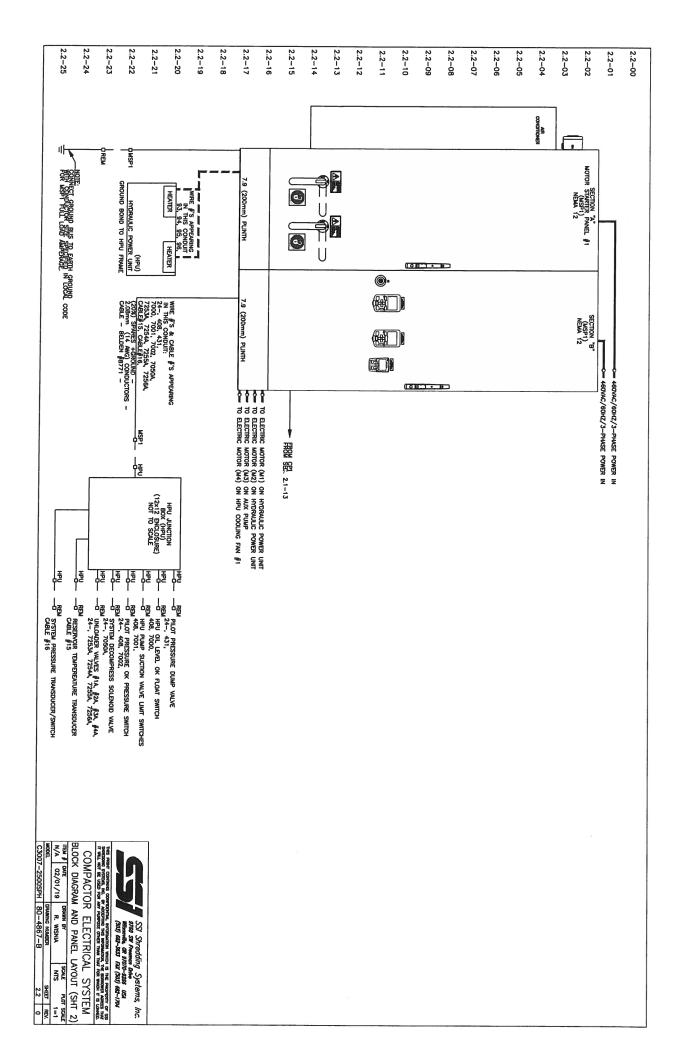
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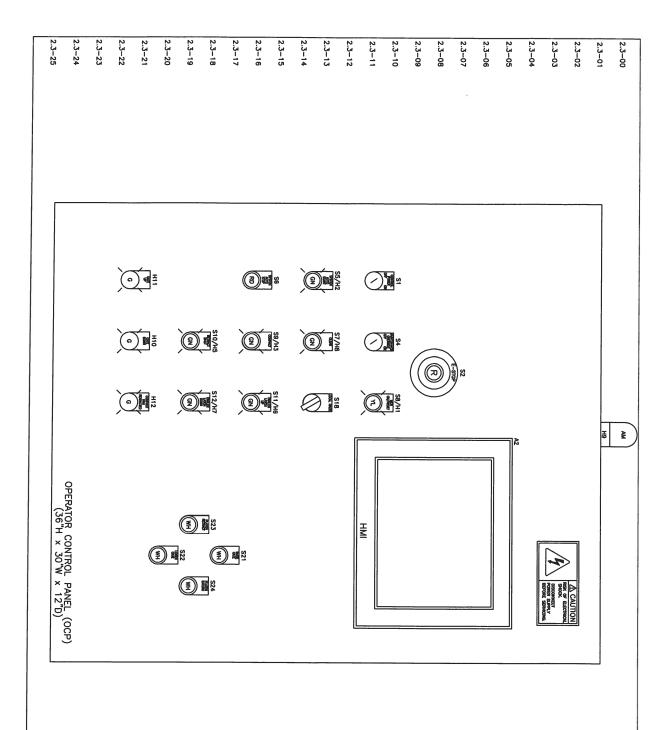


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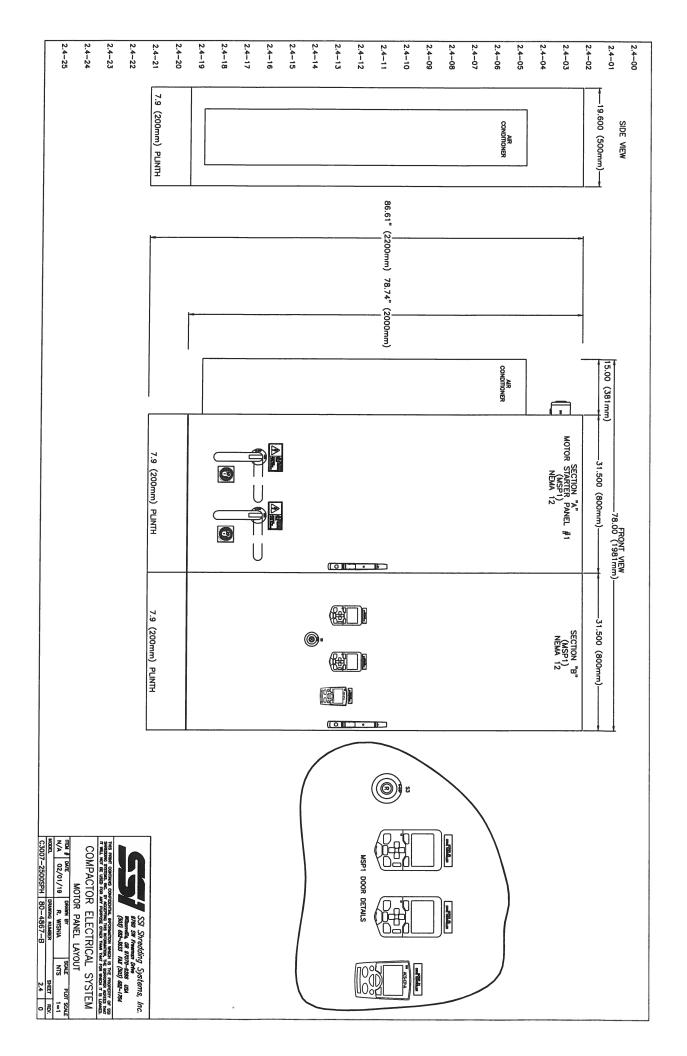
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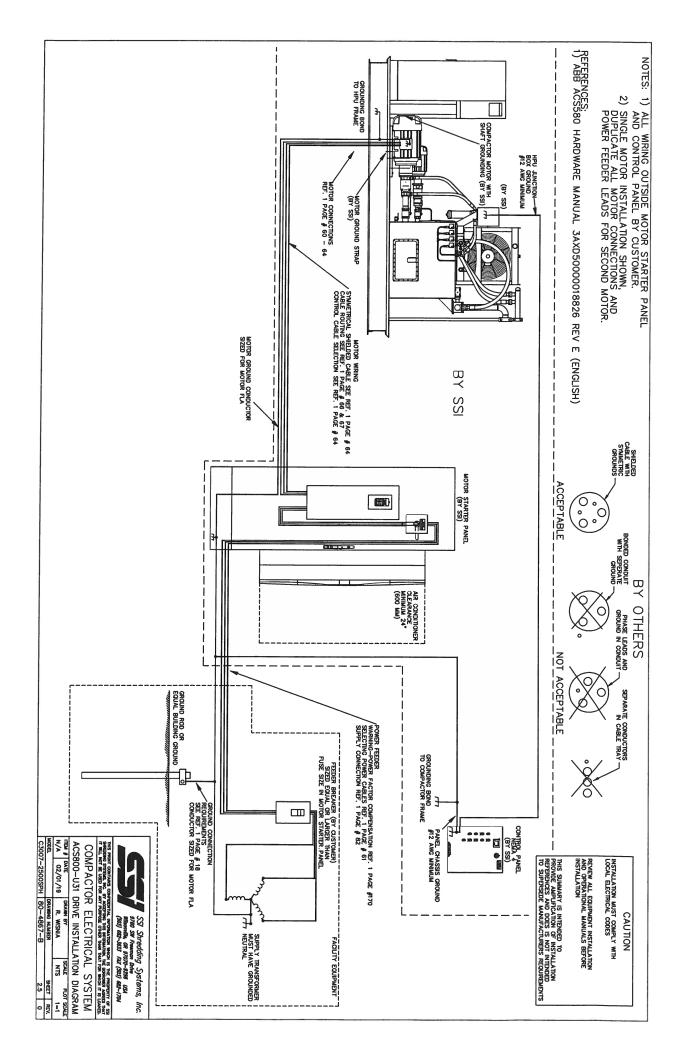


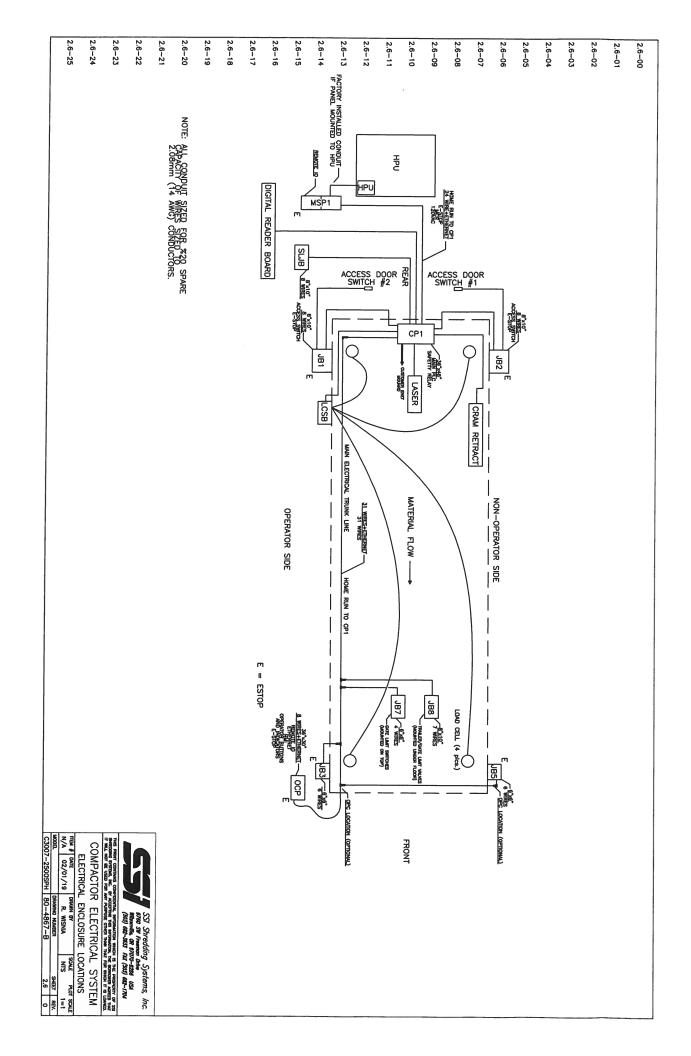


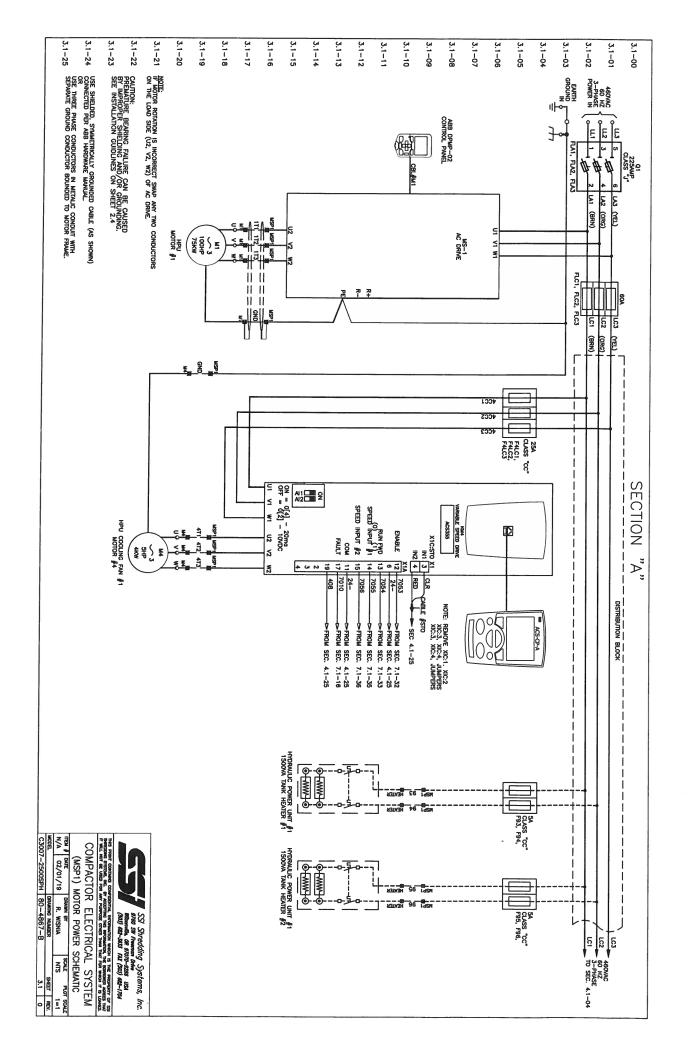


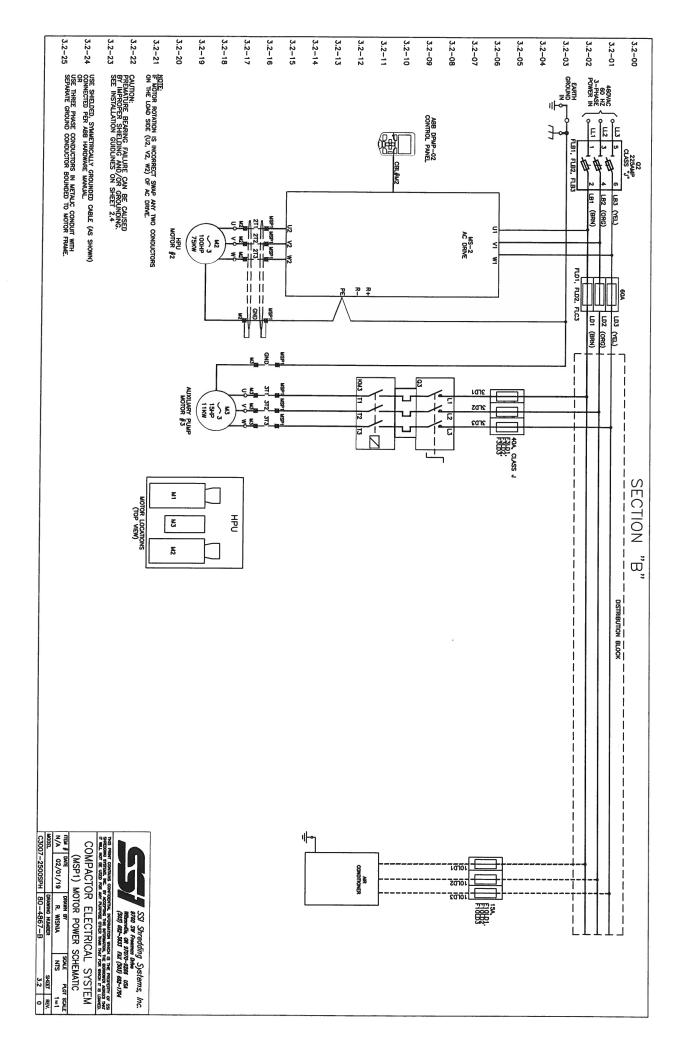
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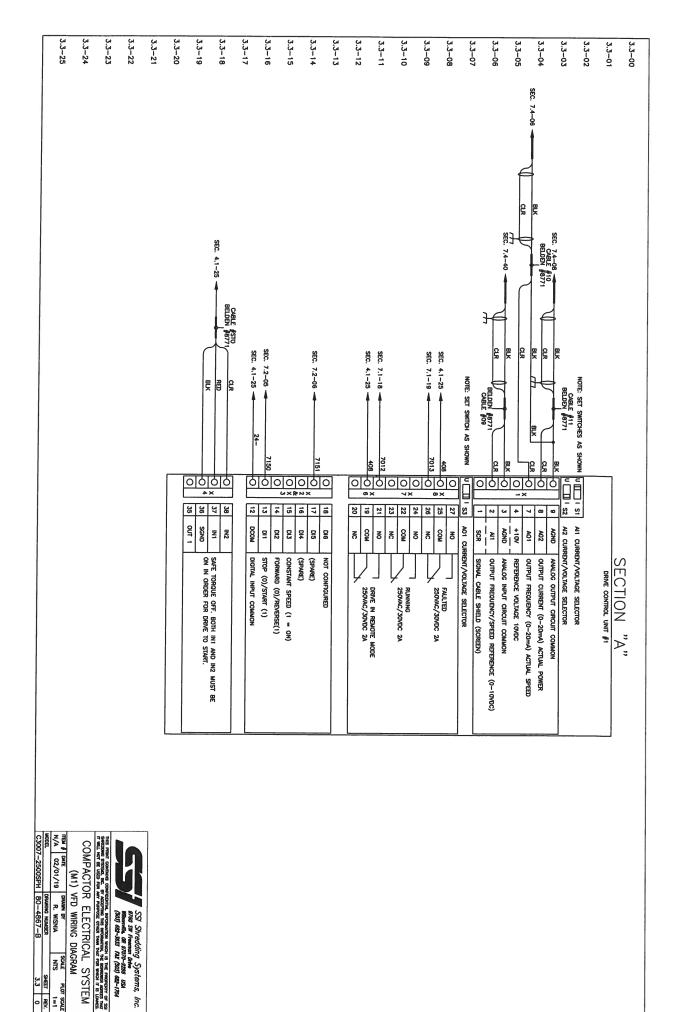


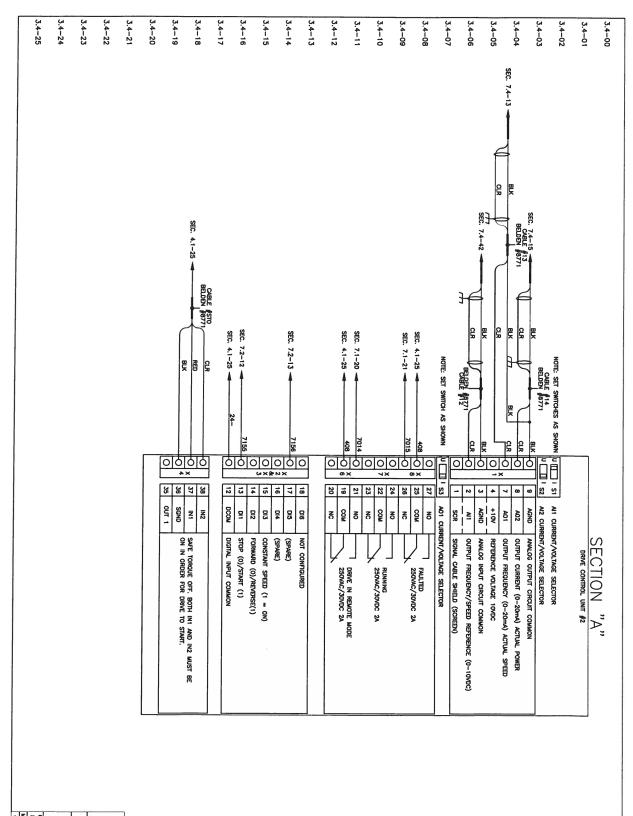




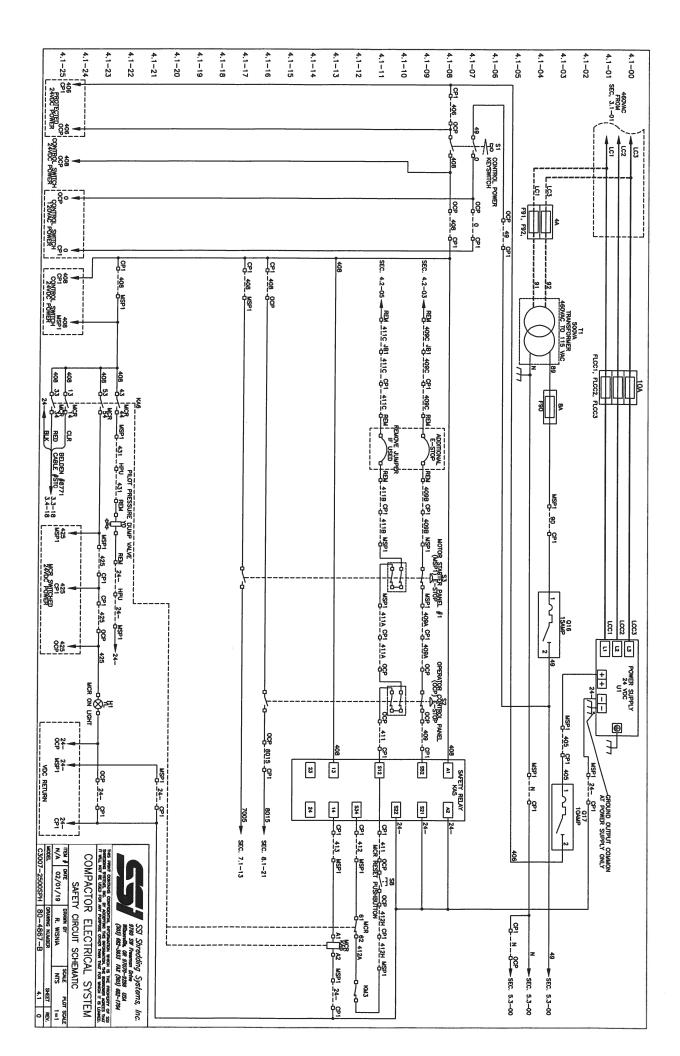


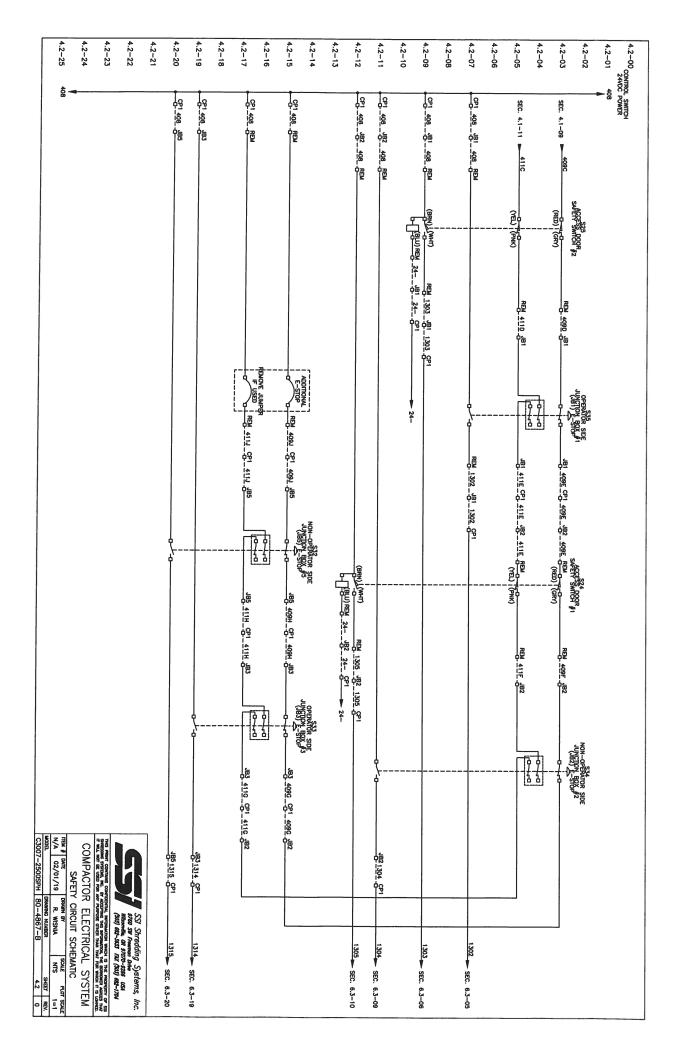


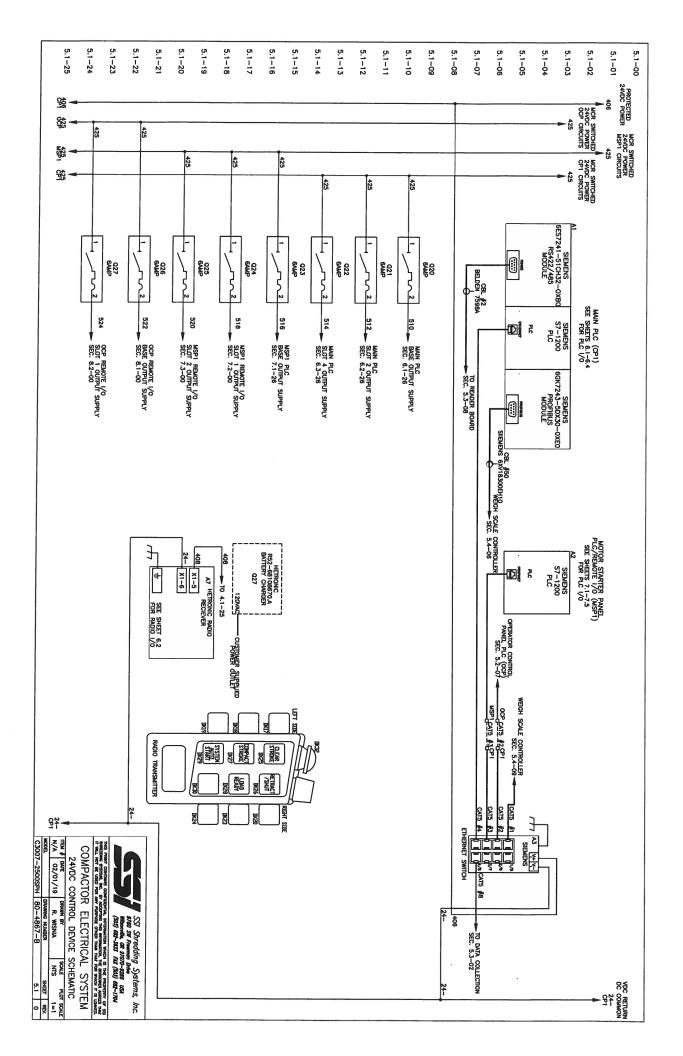


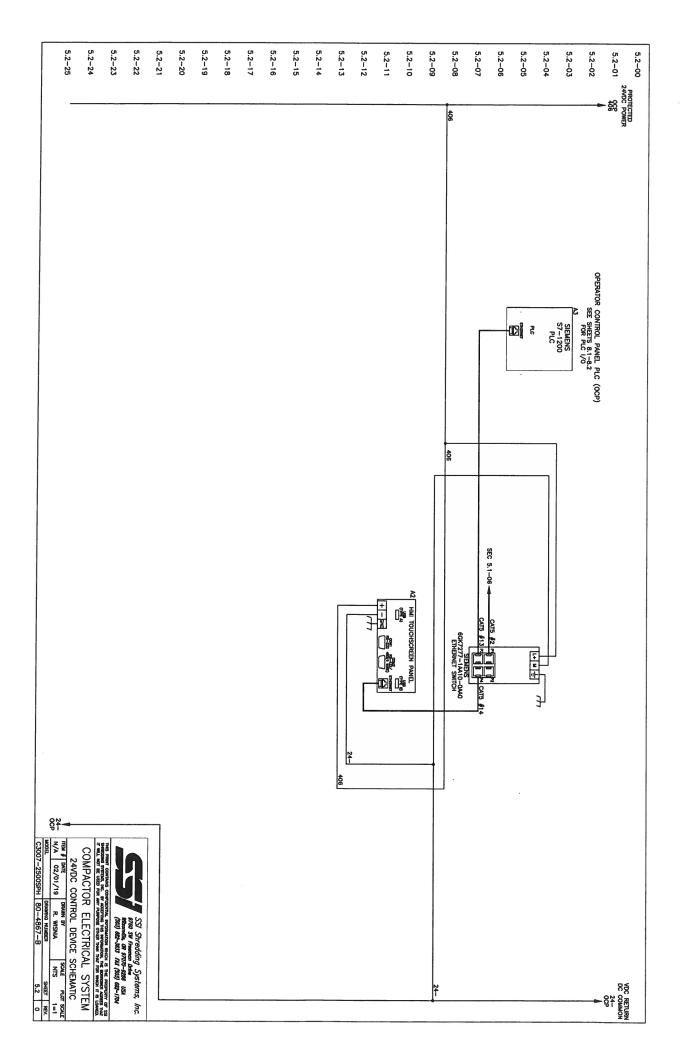


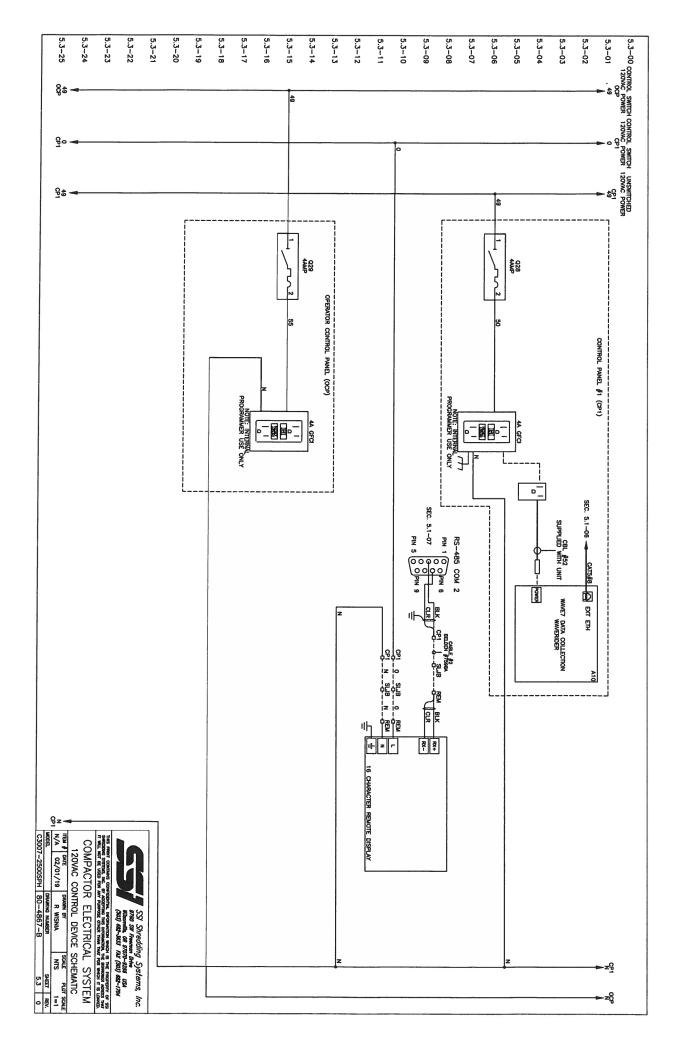


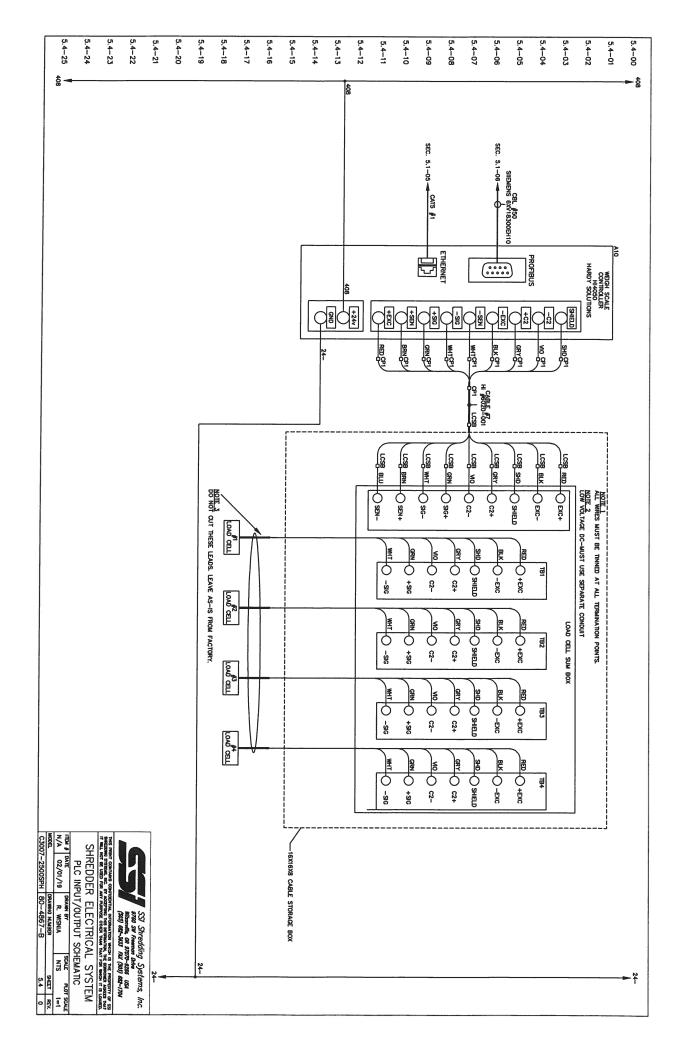


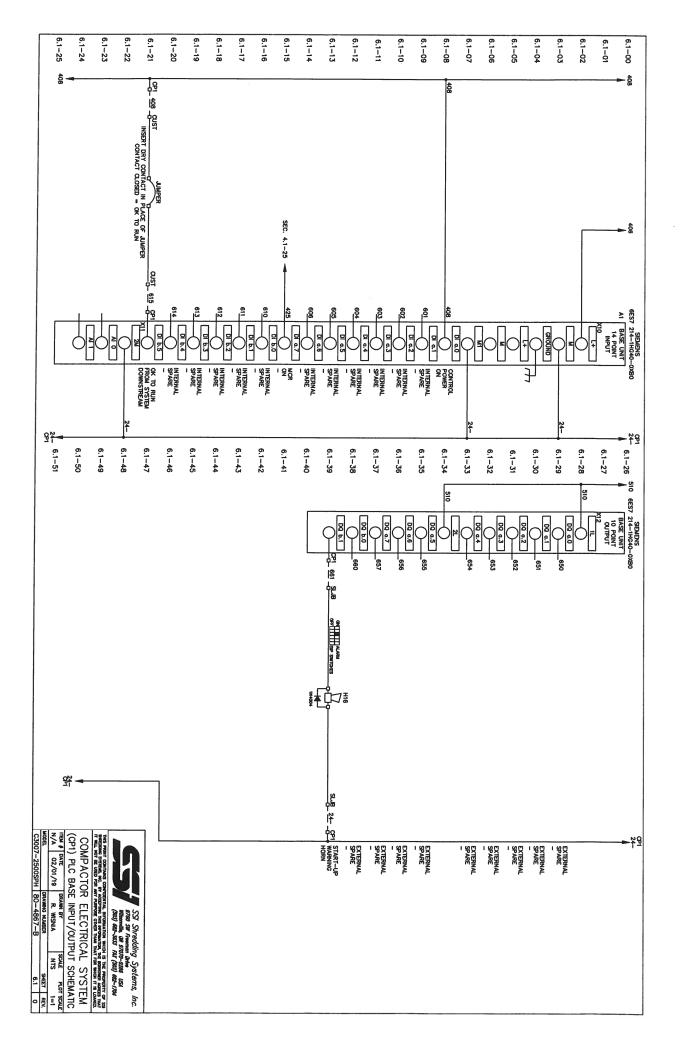


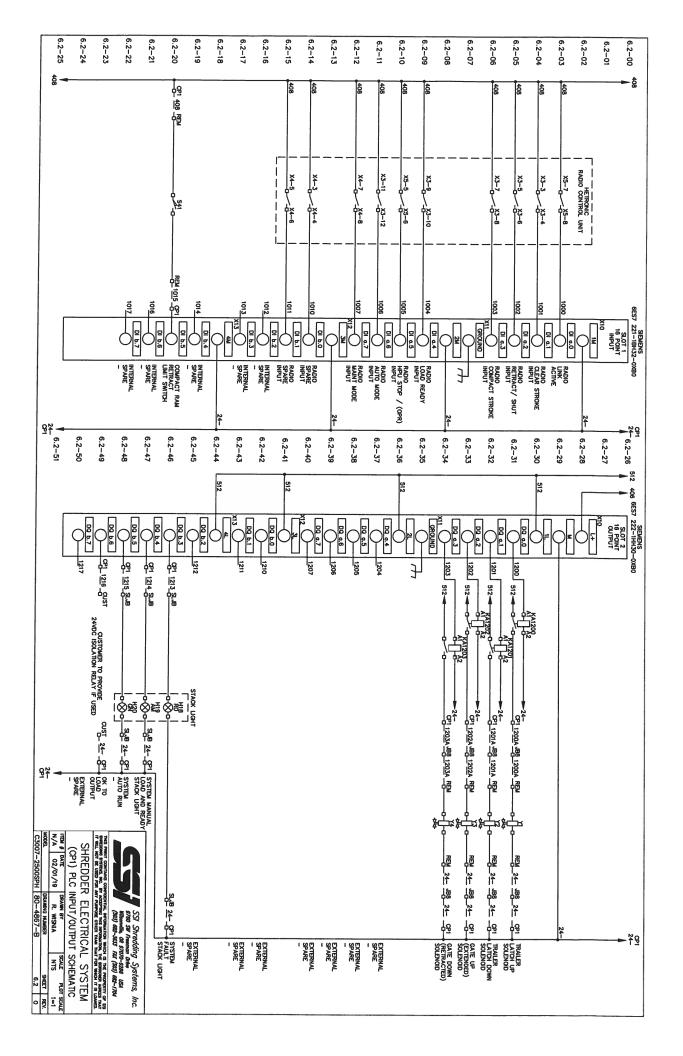


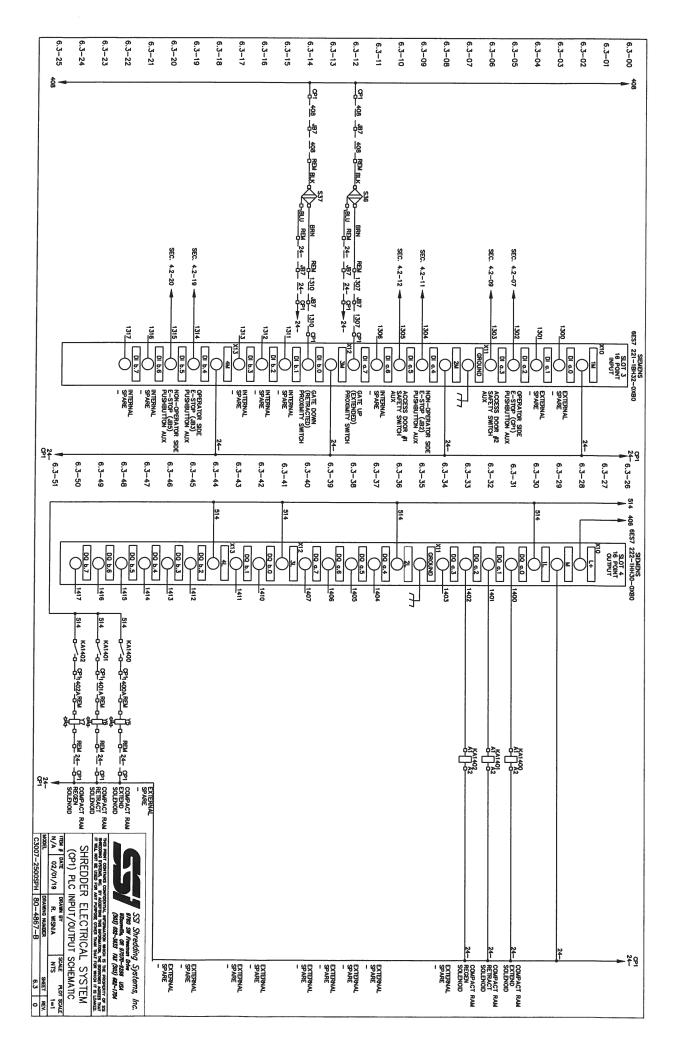


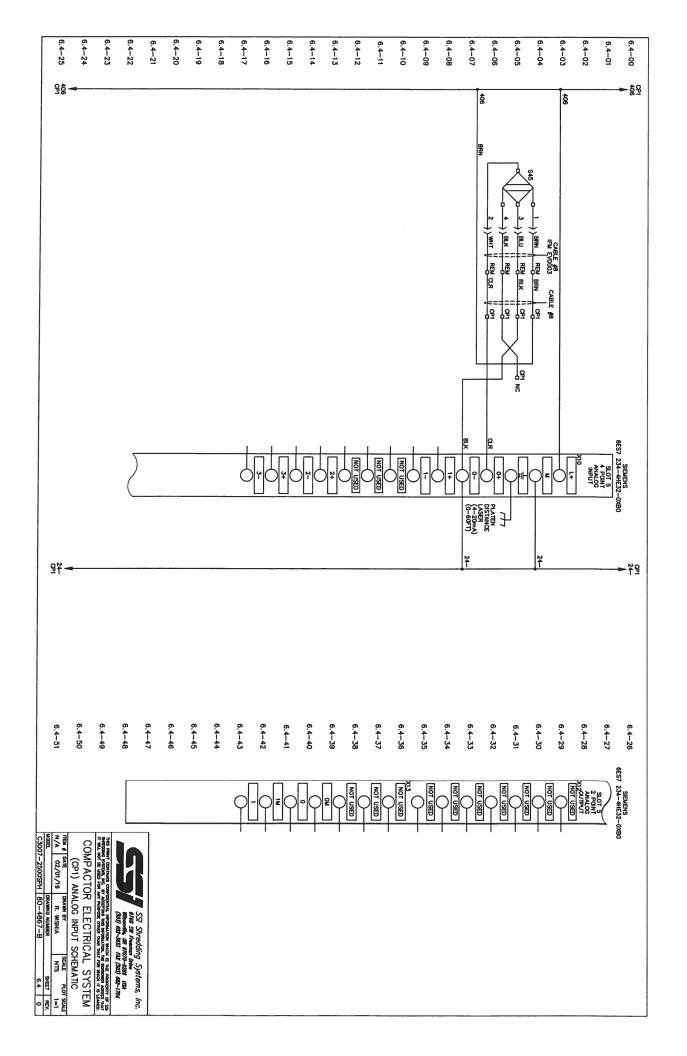


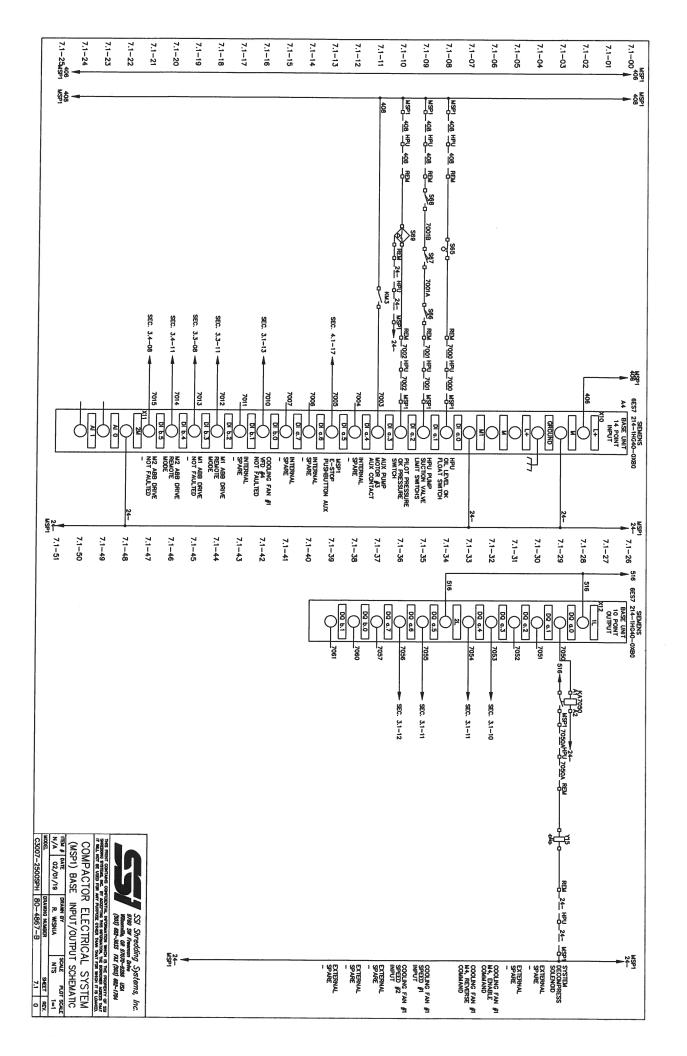


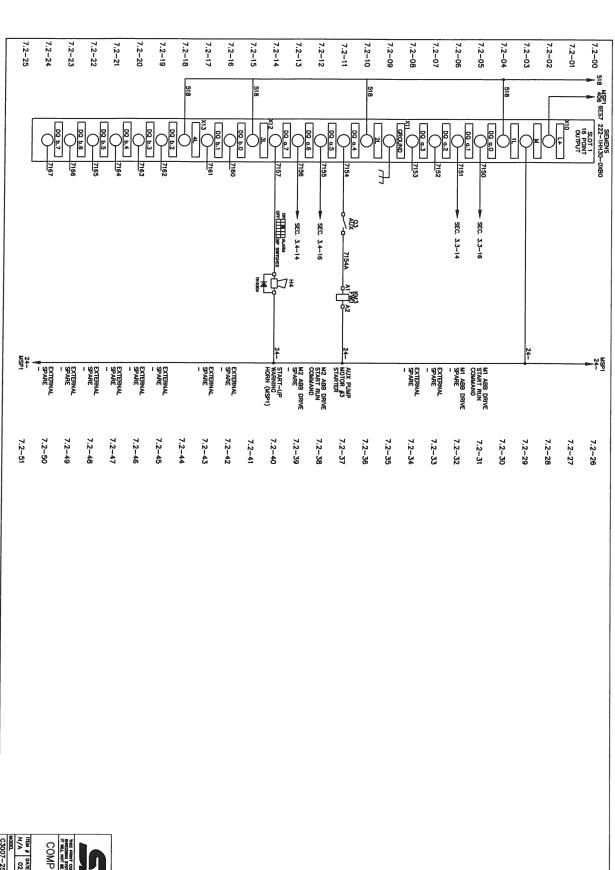




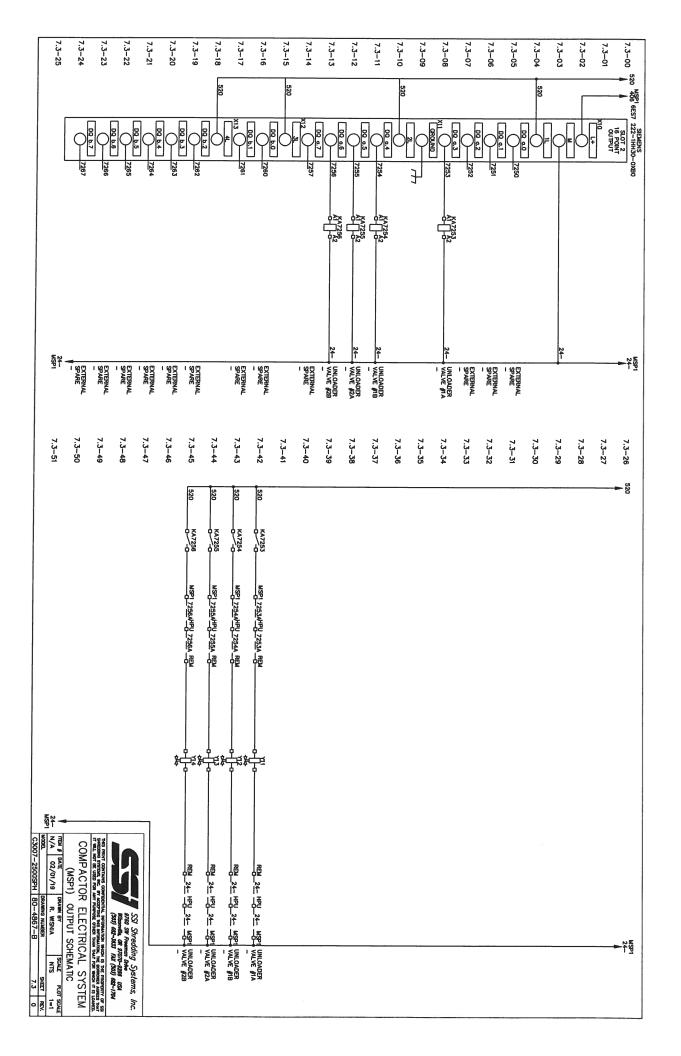


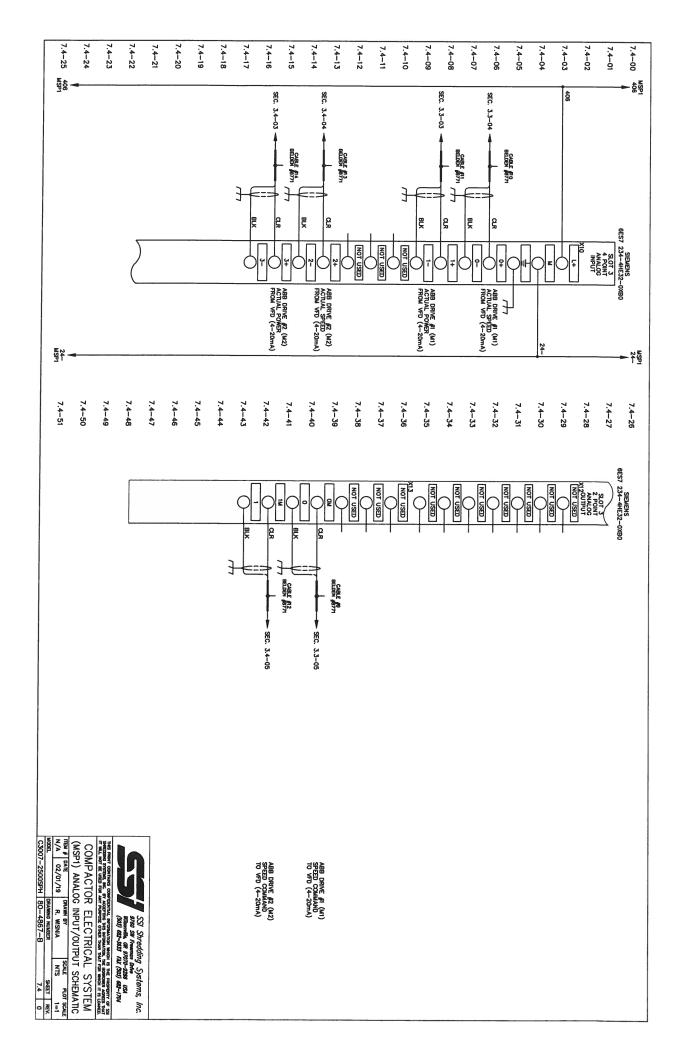


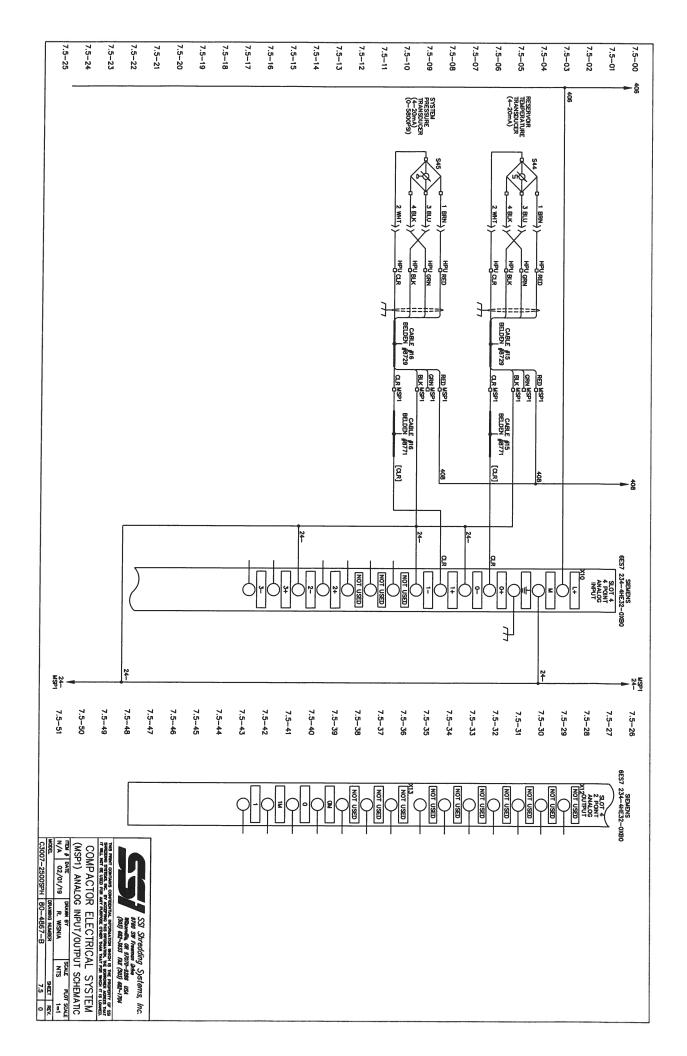


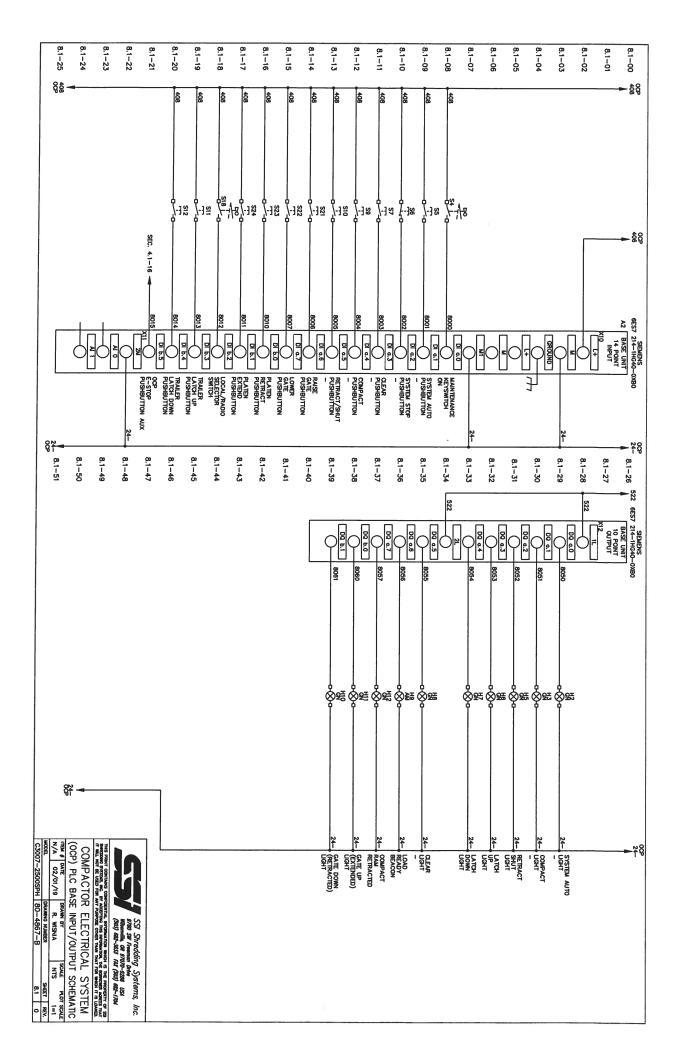


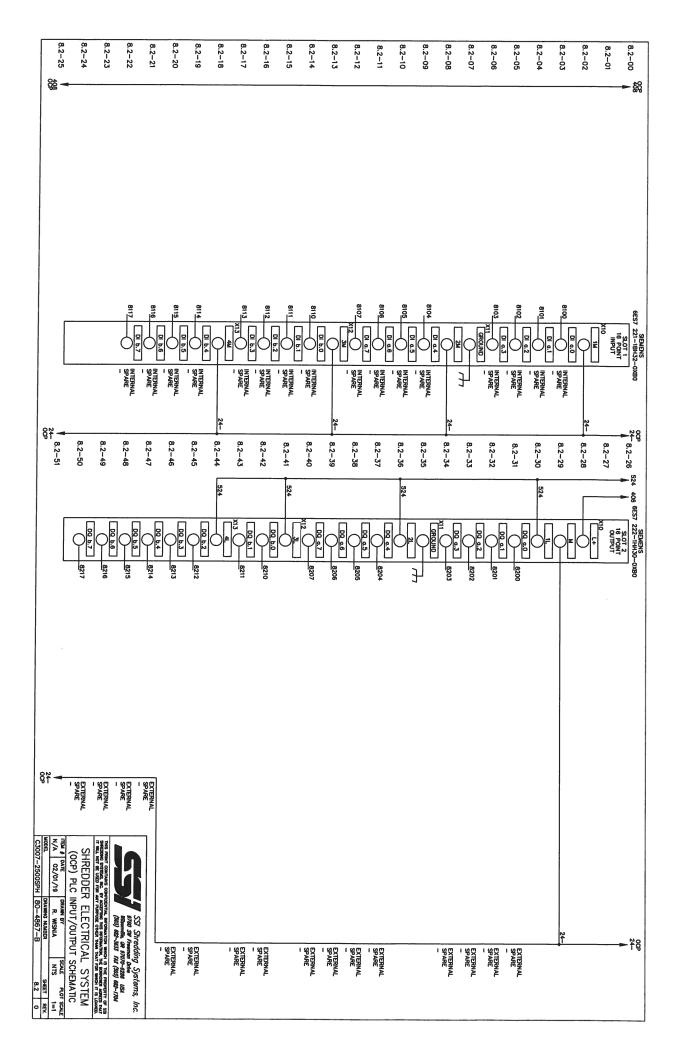


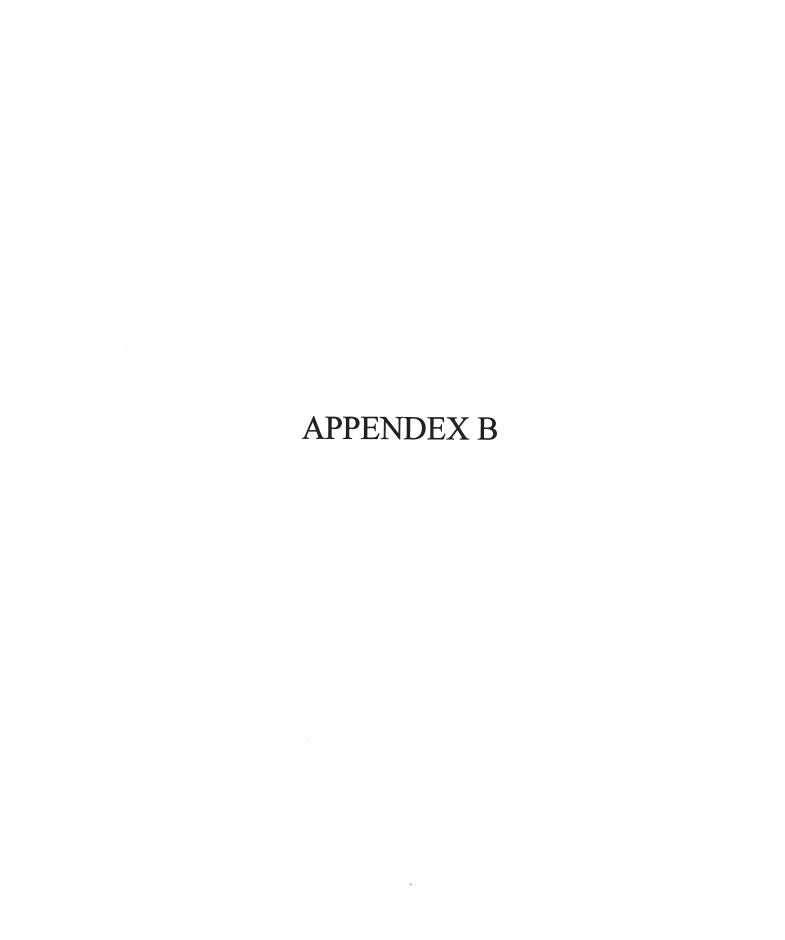


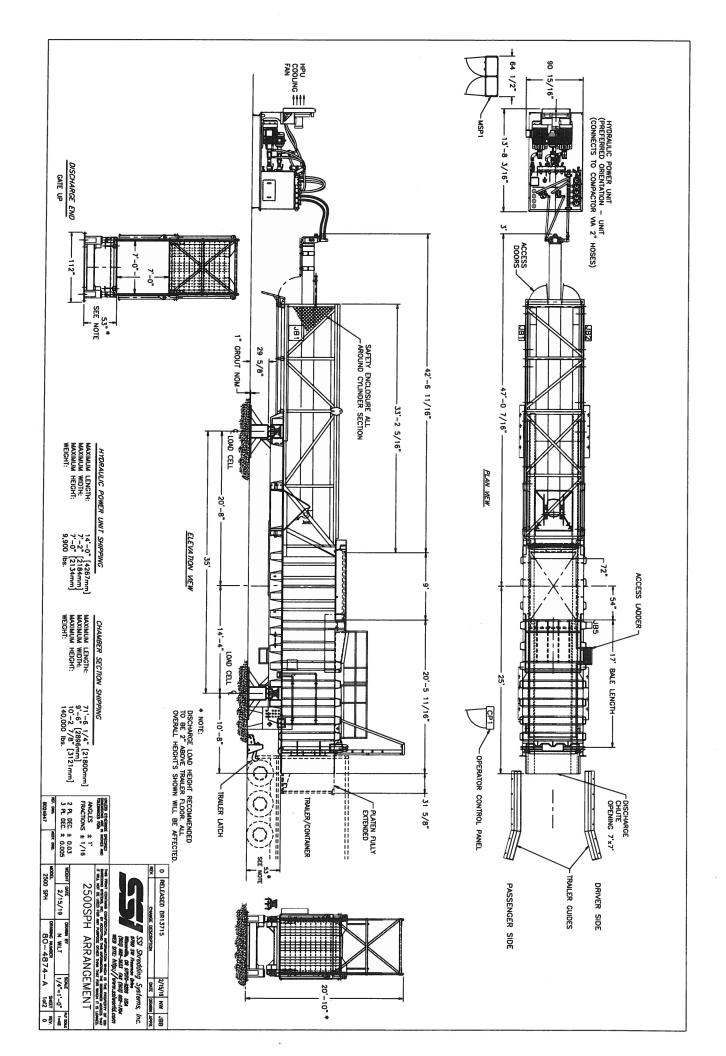


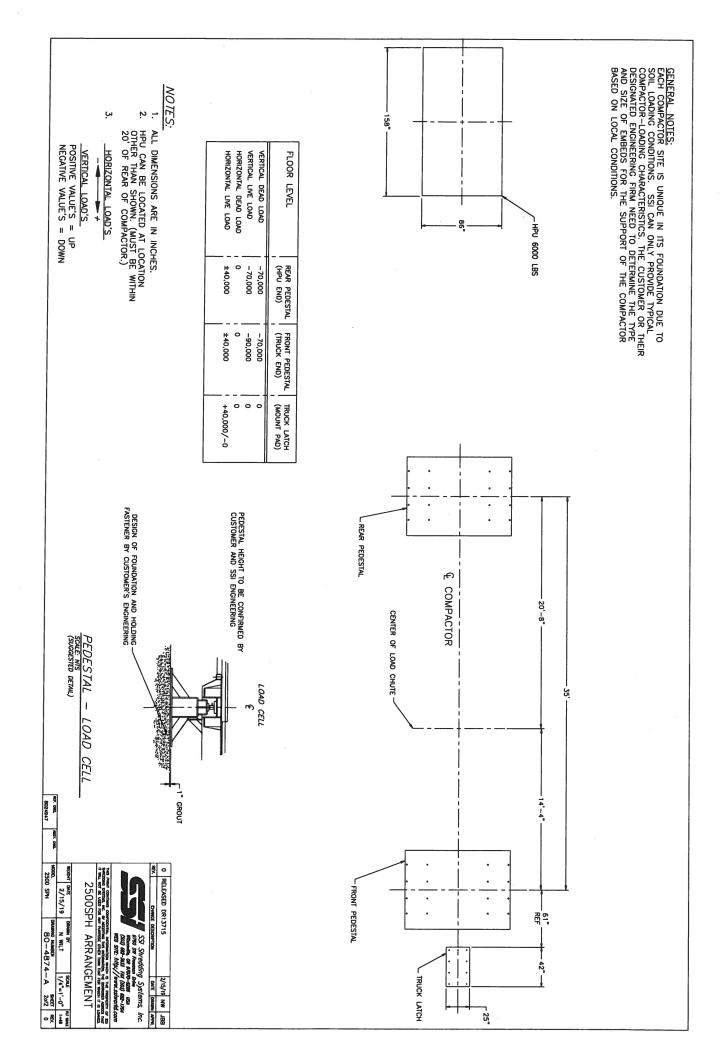


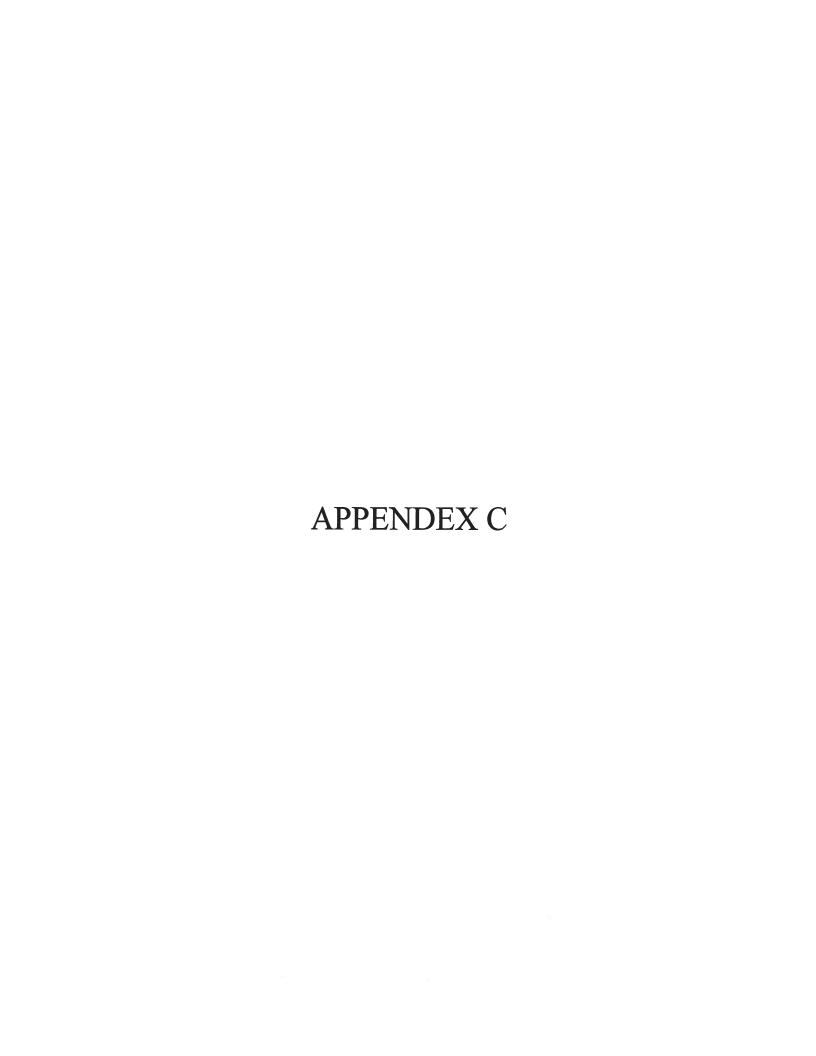












SSI Model 2500 SPH Basic Specifications and Photos

SSI Pre-Load Compactor with High Compaction Cylinder

WHAT NEEDS COMPACTING?

Application: This compactor is designed for the continuous processing of solid waste and loading into

trailers or intermodal containers to customer defined weights and densities.

SYSTEM DESCRIPTION:

Compactor: SSI Model 2500 SPH, including:

Compactor Features:

Production Rate of 75 tons per hour average*

261 Ton compaction force

Specially designed single stage, 16" (406mm) diameter hydraulic cylinder

User-definable program to automate bale creation

Self-calibrating electronic scale system with load cells (± 1% accuracy)

Compactor Hardware:

Double bale system, 7' (2.1m) x 7' (2.1m) x 17' (5.2m) compaction chamber

16 yd³ (12.2 m³) capacity charge hopper

Optional slab mounted pedestal design to ease installation

Trailer/Container latch with wheel guides and stop

Compactor Hydraulic Power Unit:

200HP (149kW) Total; Dual 100HP (75kW) Drive Motors (TEFC)

SSI designed and built with skid type base and heavy-duty heat exchanger

Motor starter panel (NEMA 4), pre-wired and mounted on the hydraulic power unit

*Nominal production rates and payload weight based on a hopper charge time of 30 seconds and feed materials of 350 lbs/yd³.

Controls: Full Electrical Controls at 460V, 575V/60Hz or 415V,380V/50Hz are included

Control Features:

Local operator control panel with 12" touch screen

SSI automated constant density program and operator interface

6" LED digital display (reader board) for tipping floor

Remote operation via Hetronic Remote Control

Secure Modem for on-line troubleshooting/updates

Panel Design Standards:

Programmable Controller

UL-508 / CUL standards (listing additional, if required)

Touch Screen Operator Interface

NEMA 4 (IP66) Rated Enclosure(s)

24VDC Control System (other options available)

10% extra I/O space allowance

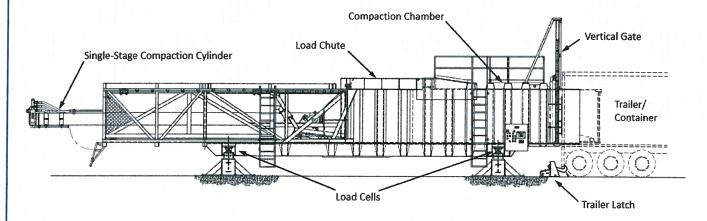
Control Notes:

Integrated auxiliary device starters and control packages available at additional cost

SERVICES:

Assembled and tested prior to shipment
Documentation: 2 Sets of Operations & Maintenance Manuals
On-site technical assistance at start-up, and O&M training
SSI Standard Limited Warranty (copy available upon request)
24-Hour Technical Support (toll-free in the USA)

DESIGN FEATURES & BENEFITS:



SSI Designed Single Stage Compaction Cylinder
Specifically designed for use in Compactor
Ability to completely rebuild in-place
Highly reliable due to simplicity of design and redundant bearings

Trailer Latch set up to customer's specifications

6' (1.8m) x 9' (2.7m) Load Chute able to set up for top-loading or loading via conveyor

Load Cells provide repeatable instantaneous feedback of current load weight

BASIC SPECIFICATIONS:			
Estimated System Weight:	156,600 lbs (71,032 kg)		
Basic Footprint of System:	72' (21.95m) L x 9' (2.74m) W x 13' (3.96m) T*		

^{*}Note: Height may change based on application and equipment configuration

2500SPH COMPACTOR PHOTOS:



Hydraulic power unit (HPU)



Ejected bale in trailer



2500 SPH Front



2500 SPH Rear

Note: Installation photos may include optional features & equipment that are not included on a standard quotation. Please contact SSI with any questions you may have.

LIMITED WARRANTY

WHO IS COVERED. This Warranty applies only to the entity who first bought the Equipment from SSI Shredding Systems, Inc. (SSI) or its authorized agents.

WHAT IS COVERED. This Warranty covers only Equipment both manufactured and supplied by SSI or its authorized agents. It does not cover consumable items such as fluids, filters, seals, wear strips, bearings, knives, or wiper blades.

SSI warrants that at the time of shipment, the Equipment is free from all defects in design, materials, and workmanship and that it will perform in accordance with the specifications or performance standards, if any, agreed to between the parties in writing.

HOW LONG IS THE COVERAGE PERIOD. This Warranty is for a period of twelve (12) months from the date of installation of the Equipment and commencement of initial testing, or fourteen (14) months from the date of SSI notification of readiness to ship equipment, whichever occurs first.

Hydraulic Compaction Cylinder (C-Ram) has an additional twelve (12) months of warranty from the date of installation, for a total of twenty-four (24) months from the date of installation.

Repairs to or replacement of Equipment under this Warranty will not extend the term of the Warranty.

WHAT SSI WILL DO. SSI will correct any Equipment that is defective or that does not perform substantially in accordance with its documentation or agreed specifications. If SSI is unable to correct such Equipment, SSI will, at its sole and exclusive option, either replace the Equipment (with new, updated, or factory-rebuilt equipment) or, upon return of the used Equipment, refund the purchase price less reasonable depreciation and freight.

These are your sole and exclusive remedies for any breach of warranty.

WHAT SSI WILL NOT DO. SSI does not warrant that operation of the Equipment will be uninterrupted or maintenance free. Unless specifically agreed to in writing, SSI does not warrant particle size, throughput rates or capacities of Equipment.

At the option of SSI, this Warranty will become null and void if any of the following conditions occur:

- 1. Failure to follow installation, storage, maintenance, operating instructions, accepted industry practices, or safety precautions.
- Repairs or alterations to the Equipment made by anyone other than an authorized factory representative of SSI unless written approval is given by SSI.
- 3. Failure to timely complete and return to SSI the required warranty maintenance forms as specified in our maintenance and operating instructions.
- Failure to install components or otherwise modify the Equipment as may be recommended and required by SSI from time to time.

EXCEPT AS PROVIDED HEREIN, SSI MAKES NO OTHER EXPRESS WARRANTIES. SSI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES IN-CLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SSI'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO A REFUND OF THE PURCHASE PRICE FOR THE EQUIPMENT, IN ACCORDANCE WITH THE FOREGOING PROVISIONS.

SSI IS NOT LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM ANY BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SSI OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HOW CAN YOU GET SERVICE. You must contact our customer service department during the warranty period and clearly describe and fully document the problem you are experiencing with the Equipment. You must also make the Equipment available for SSI's inspection and repair upon reasonable terms or, at SSI's sole option, you may be required to deliver certain components, freight prepaid, to SSI for inspection, replacement, or repair. SSI will return new or repaired components to you freight collect.

Any on-site labor costs incurred by SSI at the Buyer's request will be the responsibility of the Buyer for which SSI will be paid in accordance with its normal rates for such work. All transportation expenses associated with SSI's on-site service, repair or replacement of the Equipment, whether or not pursuant to the Warranty, will be the responsibility of the Buyer.

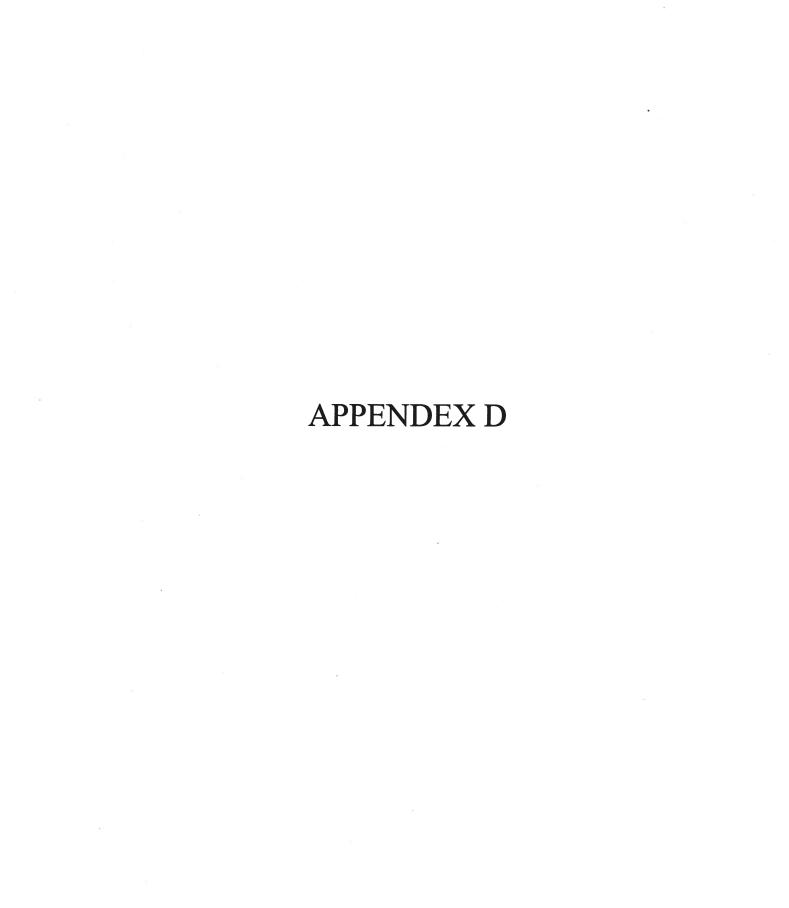
OTHER CONDITIONS. The agents, employees, distributors and dealers of SSI are not authorized to modify this warranty, nor to make additional warranties. Accordingly, any statements or representations not contained in this Warranty, oral or written, are not binding on SSI and should not be relied upon as a warranty of SSI unless in writing and signed by an officer of SSI.

SSI's pricing of the Equipment reflects the allocation of risk and the limitations of liability contained in this Warranty.

No claim for breach of warranty, or any other claim, in tort, contract, or otherwise, arising out of or related to the Equipment, may be commenced more than one (1) year following the expiration of the warranties set out above or the accrual of the claim, which ever occurs earlier. Litigation on any such claim must be commenced in Oregon and will be governed by Oregon law.

The limitations of liability and other provisions of this Warranty shall inure to the benefit of SSI, its assigns or successors, and any manufacturer of components contained in the Equipment.

Rev. 02/17



What Needs Shredding?*

FIELD SERVICE TECHNICIAN (COMPACTOR) RATE SCHEDULE – LOCAL

- \$ 155 per hour (two hours minimum)
- \$ 189 per hour Overtime & Weekend
- \$.88 a mile for service vehicle
- \$ 600 per day for service trailer
- Equipment rentals facilitated by SSI will be charged @ cost + 10%

SSI provides an experienced field service technician who can supervise and train your maintenance staff, as well as perform a variety of onsite assignments.

Overview of Service

- Start-up of the system including adjustments to ensure optimum equipment performance and processing your materials in your environment.
- Operate and maintain leased shredding equipment on a production basis.
- Perform major maintenance in the field, such as system modifications, machine rebuilds, adding accessories, cylinder repacking, etc.
- Training for onsite personnel to include operations and maintenance of your shredding system.
- SSI Technicians may not work over 12 hours in any 24-hour period

Price Excludes:

- Customer required personal protective equipment and clothing costs
- Overtime for hours over 8 or weekend work
- Stand-by days are charged as operating days

COLUMBIA COUNTY

Land Development Services



ST. HELENS, OR 97051

230 Strand St. Direct (503) 397–1501 www.co.columbia.or.us

May 1, 2019

Jan Greehhalgh Jacyn Normine Board of County Commissioners

RE: June 5, 2019 Board Agenda

Dear Jan and Jacyn,

I would like to reserve approximately 30 minutes on the June 5th Board Meeting for a presentation from Max Woods, Senior Policy Advisor for the Oregon Department of Energy.

Specifically, I have requested Max to give a short brief to the Board on the upcoming battery storage project at the Port Westward PGE power plant.

Please confirm that 30 minutes will be available on the BCC agenda between 10 am and Noon at the June 5th BCC meeting.

Thank you for your help and feel free to contact me if you have any questions regarding this matter.

Attached please find a site map for reference.

Cordially,

Matt Laird, Planning Manager

Columbia County

