



AGENDA COVER MEMO

Memorandum Date: December 18, 2024

Order Date: January 7, 2025

TO: Board of County Commissioners

DEPARTMENT: Lane County Public Works

PRESENTED BY: Dan Hurley, Public Works Director

AGENDA ITEM TITLE: ORDER/ IN THE MATTER APPROVING A CONTRACT WITH ST. VINCENT DE PAUL OF LANE COUNTY, INC., AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT, EXPENSE IN THE AMOUNT OF \$350,000

I. MOTION

Move to approve a contract in the amount of \$350,000 with St. Vincent de Paul of Lane County Inc., and to authorize the County Administrator to execute the contract.

II. AGENDA ITEM SUMMARY

This item is to approve a contract with St. Vincent de Paul of Lane County, Inc., to provide collection, recycling and reuse of appliances containing refrigerants and other white goods collected at Lane County transfer sites.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Since 2005, Lane County Waste Management has been contracting with St. Vincent de Paul, Inc. for the collection, reuse, recycling, and management of chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) for appliances and other white goods collected at 14 transfer sites located throughout Lane County.

B. Policy Issues

Per Oregon Revised Statutes (ORS) 459.015 (1) (d): *"It is in the best interests of the people of Oregon to extend the useful life of solid waste disposal sites by*

encouraging waste prevention and the recycling and reuse of materials, and by requiring solid waste to undergo volume reduction through recycling and reuse measures to the maximum extent feasible before disposal. Implementation of waste prevention and recycling and reuse measures will not only increase the useful life of solid waste disposal sites, but also decrease the potential public health and safety impacts associated with the operation of disposal sites.”

Procuring services for appliances containing refrigerants and other white goods will enable Lane County Waste Management to satisfy this law.

The U.S. Environmental Protection Agency (EPA) [Section 608](#) requires that appliances containing refrigerants be properly disposed of and that refrigerants be recovered and recycled or reused. The Clean Air Act requires that refrigerants be properly managed to protect air quality, since refrigerants are ozone-depleting substances.

C. Board Goals

In April 2022, the Board adopted the [2022-2024 Lane County Strategic Plan](#) adding the following Key Strategic Initiatives and Key Activity Areas under *Vibrant Communities* priority:

2.B.1. Implement economic strategies including business retention and expansion, business recruitment, workforce development, living wages, upward mobility, next-gen training), entrepreneurial growth and capital access.

2.B. Focus on the intersection of economic development, equity, and the environment as we look to achieve a viable, fair and livable community.

A key performance measurement for this Strategic Initiative is achieving a 63% waste recovery. Keeping highly recoverable and recyclable materials out of the waste stream achieves this goal.

D. Financial and/or Resource Considerations

The proposed contract would be funded by user fees (\$22.00 per unit) set by Lane County Waste Management. This cost includes transport, collection and storage of appliances, extraction of refrigerant gases and the assessment of units to determine their reusability and/or proper disposal through a certified metal recycler.

Annually, Lane County Waste Management spends approximately \$81,000 dollars to responsibly manage refrigerant-containing appliances. This represents close to 400 tons of material that would have otherwise gone to scrap metal. SVDP estimates that roughly 30% of the units collected for recycling can be reused and sold at their retail establishments.

E. Health Implications

Environmental Quality: Refrigerants, particularly older types of CFCs and HCFCs, can significantly harm the environment by depleting the ozone layer and contributing to global warming due to their high Global Warming Potential (GWP)

The risks of not capturing refrigerants in CFC and HCFC-containing appliances (e.g., refrigerators, air conditioners, etc.) include toxicity, flammability, asphyxiation, and environmental pollution.

Lane County Waste Management and its partner St. Vincent de Paul of Lane County, Inc. have been successfully managing the collection, recycling and reuse of appliances containing refrigerants and other white goods collected at our transfer sites for decades.

F. Analysis

Lane County Waste Management and its partner St. Vincent de Paul of Lane County, Inc. have been successfully managing the collection, recycling and reuse of appliances containing refrigerants and other white goods collected at our transfer sites for decades.

G. Alternatives/Options

1. Move to approve the contract in the amount of \$350,000 with St. Vincent de Paul of Lane County, Inc., and to authorize the County Administrator to execute the contract.
2. Move to deny approval of the St. Vincent de Paul of Lane County, Inc., contract, requiring the Division to find other ways to provide this service.

IV. RECOMMENDATION

The Division recommends approval of delegating authority to the County Administrator to execute the St. Vincent de Paul of Lane County, Inc., contract for appliance collection, recycling and reuse of appliances containing refrigerants and other white goods.

V. TIMING/IMPLEMENTATION

If the contract is approved, the Division will continue these services. There will be no change operationally to how units are collected, transported, reused, and recycled in our community.

VI. ATTACHMENTS

Board Order

Proposed Contract

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

In the Matter of Approving a Contract with St. Vincent De Paul of Lane County, Inc., and Delegating Authority to the County Administrator to Execute the Contract, Expense in the Amount Of \$350,000

WHEREAS, Lane Manual Chapter 20 sets forth the County's policies regarding award, acceptance, and amendment of grants and contracts; and

WHEREAS, the contract listed below has been accepted or awarded in accordance with the requirements of the Lane Manual, including the requirements for competitive selection; and

WHEREAS, this amendment exceeds the County Administrator's authority to execute granted in Lane Manual sections 20.600.220 to 20.600.320,

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

A contract for Appliance Collection, Recycling, Reuse of Appliances Containing Refrigerants and Other White Goods with St. Vincent De Paul of Lane County, Inc. in the amount of \$350,000 is approved, and the County Administrator is approved to execute the contract.

ADOPTED this 7th day of January, 2025.

Chair

Lane County Board of Commissioners

COLLECTION, RECYCLING & REUSE OF APPLIANCES CONTAINING REFRIGERANTS & OTHER WHITE GOODS

This **Contract** is entered into by and between Lane County, a political subdivision of the State of Oregon ("**County**"), and St. Vincent de Paul Society of Lane County, Inc., State of Oregon, Domestic Nonprofit Corporation ("**Contractor**"), each a "**party**," and referred to collectively in this Contract as "**the parties**." County and Contractor agree as follows:

1. STATEMENT OF WORK (the "Work")

- 1.1** Contractor will perform (or furnish) collection of appliances from 14 transfer sites located throughout Lane County, evaluating the suitability of appliances collected for reuse and or recycling. For air conditioners and refrigerators collected, all refrigerant gases must be recovered and not released into the atmosphere in accordance with the requirements of this Contract.
- 1.2** The scope of Contractor's Work is further described in Exhibit A.
- 1.3** Contractor must perform the Work in a manner consistent with the offers and statements in Exhibit D.

2. CONTRACT DOCUMENTS

- 2.1 The Contract.** The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
- 2.2 Exhibits.** With this document, the following Exhibits are incorporated into the Contract:
 - **Exhibit A** Scope of Work
 - **Exhibit B** Standard County Contract Conditions
 - **Exhibit C** Insurance Coverages Required
 - **Exhibit D** Contractor's Proposal
- 2.3 Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A, Exhibit D, other Exhibits.

3. CONSIDERATION AND PAYMENT

- 3.1 Consideration.** In consideration for Contractor's performance, County agrees to pay \$20 per unit, not to exceed three hundred, fifty thousand dollars (\$350,000). County is not obligated to pay any amount greater than that stated here.
- 3.2 Payment.** Payment will be made upon receipt and approval of monthly invoices. Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.

4. EFFECTIVE DATE AND DURATION

- 4.1 Effective Date.** Upon the signature of all parties, this Contract is effective January 1, 2025.
- 4.2 Initial Term.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate December 31, 2027. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.
- 4.3 Renewal.** Upon completion of the initial term listed in subsection 4.2, County may elect to extend the Contract for up to two (2) additional one-year terms by mutual agreement of the parties.

5. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

- 5.1** County's Authorized Representative: Angie R. Marzano, Waste Reduction Program Supervisor, 541-682-6536, angie.marzano@lanecountyor.gov.
- 5.2** Contractor's Authorized Representative: Bethany Cartledge, Executive Director, 541-687-5820, Bethany.cartledge@sudp.us.

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the

date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

- 6. MULTIPLE COUNTERPARTS.** The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES

CONTRACTOR'S CERTIFICATIONS:

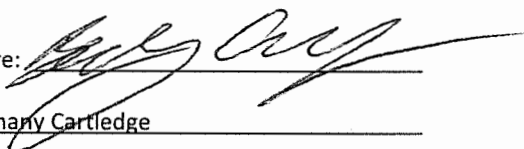
BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Contractor has not discriminated against minority, women, or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

ST. VINCENT DE PAUL OF LANE COUNTY, INC.

Signature: 

By: Bethany Cartledge

Title: Executive Director

Date: 1/1/25

Address:

P.O Box 24608

Eugene, OR 97402

Tax ID No.: 93-0454786

COUNTY:

LANE COUNTY

Signature: _____

By: Steve Mokrohisky

Title: County Administrator

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

COLLECTION, RECYCLING & REUSE OF APPLIANCES CONTAINING REFRIGERANTS & OTHER WHITE GOODS

EXHIBIT A – SCOPE OF WORK

OVERVIEW

Lane County Government is designated by the State of Oregon as the Solid Waste Authority. Lane County Waste Management is a division of the County's Public Works Department and owns and operates one sanitary landfill and 15 transfer sites. The Glenwood Central Receiving Station (CRS) serves the Eugene-Springfield metropolitan area, and 14 regional/rural transfer stations serve smaller communities. All transfer sites are permitted and in compliance with all Federal, State, and local regulations and requirements. Transfer sites provide residential and small business customers with drop-off options for waste and recycling, including appliances containing refrigerants and other white goods. Since 2020, Lane County has collected 22,841 units for processing or over 2,200 tons.

Lane County accepts the following appliances collected for reuse and recycling: refrigerators, air conditioners, freezers, dehumidifiers, drinking water coolers, under-the-counter ice makers and heat pumps. Appliances with cooling elements, such as household refrigerators and freezers, window air conditioners, water coolers, vending machines, ice makers and dehumidifiers, are subject to EPA's safe disposal requirements. Under federal regulations, refrigerants from these units must be properly removed before an appliance is dismantled for reuse or recycled.

Under [Title 40](#) Protection of the Environment, the Environmental Protection Agency (EPA) has established regulations and requirements for the safe disposal of appliances containing refrigerants ([Subpart F section 82.155](#)). The law requires that all vendors recovering refrigerants from appliances for the purposes of disposal of these appliances must evacuate the refrigerant to the levels in ([Subpart F section 82.156\(b\)](#)) through ([d](#)) using recovery equipment that meets the standards in ([Subpart F section 82.158\(e\)](#)) through ([g](#)), or [40 CFR part 82 subpart B](#), as applicable. To comply with Federal requirements Lane County requires that all activities related to reclaiming refrigerant from appliances-containing refrigerants must either be [reclaimed](#) by an [EPA-certified reclaimer](#) for reuse or destroyed using [approved destruction technologies](#).

EPA regulations ([40 CFR Part 82, Subpart F](#)) also require technicians who service stationary refrigeration and air-conditioning equipment to follow specific practices. These practices are meant to minimize recovery and recycling of refrigerants, which can be ozone-depleting substances (ODS) or potent greenhouse gases. Different practices apply to different equipment, depending on their size and manufacture.

Contractor will follow EPA federal regulations and requirements for the following:

[Evaluation Requirements](#)

[Required Level of Evaluation of Appliances](#)

[Exceptions to the Evaluation Requirements](#)

[Reclamation Requirements](#)

These requirements apply for all refrigerants that contain ozone-depleting substances, e.g., hydrochlorofluorocarbons (HCFCs), and non-exempt substitute refrigerants, e.g., hydrofluorocarbons (HFCs), hydrofluoroolefins (HFOs) and blends thereof.

TRANSFER SITE OPERATIONS

All Lane County transfer site locations are marketed as residential collection sites. **We do not accept commercial appliances.** Contracted provider will be responsible for ensuring their own federal and state compliance, while meeting regulations regarding appliances containing refrigerants that are processed. Lane County sites are open to the public and every effort is made to ensure the public is educated in the use of the facility. However, we cannot provide constant supervision of the sites and improperly prepared materials may result (i.e., debris or dirty units, units with compressor removed).

Below is a list of the transfer sites and operating hours.

SITE LOCATION	DISTANCE FROM CRS	NOTES:	SUMMER HOURS	WINTER HOURS
Glenwood CRS	0		M-Sat 8-6 Sun 8-5	M-Sat 8-6
Cottage Grove	19 miles		W-Sat 8-6	W-Sat 8-6
Creswell	10 miles		W-Sat 8-6	W-Sat 8-6
Florence	78 miles		M-Sat 8-6	M-Sat 8-6
London	34 miles	infrequent	Sat 9-5	Sat 9-5
Low Pass	35 miles	infrequent	F-Sat 9-5	F-Sat 9-5
Marcola	21 miles		W-Sat 8-6	W-Sat 9-5
McKenzie Bridge	53 miles		Sat 9-5	Sat 9-5
Oakridge	42 miles		W-Sat 8-6	W-Sat 9-5
Rattlesnake	9 miles		W-Sat 8-6	W-Sat 9-5
Swishhome	51 miles	infrequent	Sat 9-5	Sat 9-5
Veneta	25 miles		M-Sat 8-6	M-Sat 8-6
Vida	25 miles		W-Sat 8-6	W-Sat 9-5
Walton	38 miles	infrequent	Sat 9-5	Sat 9-5

VENTING PROHIBITION & REQUIREMENTS

No person maintaining, servicing, repairing, or disposing of an appliance or industrial process refrigeration may knowingly vent or otherwise release into the environment any refrigerant from such appliances.

DESCRIPTION OF SERVICES REQUESTED AND SERVICE CONDITIONS

- 1) Pick up appliances from 14 Lane County transfer sites on a schedule that is responsive to the County's needs; to provide the public with the ability to dispose of white goods properly and safely.
- 2) Review appliances collected at Lane County transfer sites for reuse (i.e., reconditioning and resale). Provide Lane County an annual report that highlights number of units reconditioned for reuse. Units sold for reuse will be no older than the [EPA recommended](#) 1994 models. EPA recommends all units 20-years and older be replaced with newer, more efficient models.
- 3) Process all CFC and non-CFC appliances in full compliance with all state, federal and local applicable laws/requirements.

- 4) Contractor will only sell refrigerant collected from Lane County units to an [EPA-Certified Refrigerant Reclaimers](#); which comply with [82.161 Technician Certification Requirements](#) and meet current certification standards.
- 5) Participate in the annual Oregon DEQ Material Recovery Survey, accurately reporting all materials collected in Lane County per DEQ instructions and provide the County with a copy of properly submitted DEQ Material Recovery Survey.
- 6) Provide monthly invoices on materials collected from each site no later than the 10th of the month following collection. This includes the count of refrigerators, air conditioners, and other white goods that don't contain refrigerants.
- 7) Provide Lane County a signed statement stating that all refrigerant has been removed from appliances in accordance with the standards listed in EPA's regulations.
- 8) Provide Lane County with an annual EPA reported refrigerant totals reclaimed and supporting documentation.

EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

- 1. INDEPENDENT CONTRACTOR STATUS.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.
- 2. INSURANCE AND INDEMNIFICATION**
 - 2.1 Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
 - 2.2 Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
 - 2.3 Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
 - 2.4 No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
 - 2.5 Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses, and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County.
 - 2.6 Intellectual Property.** If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, the Contractor's indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trademark, or other proprietary right of any third party.
- 3. CONTRACTOR'S OBLIGATIONS**
 - 3.1** Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
 - 3.2** Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
 - 3.3** Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
 - 3.4** Contractor agrees that any prepayment issued by Lane County will be returned if this agreement is terminated.
 - 3.5** Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits, or certificates before performing any work.
 - 3.6** Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will be responsible for satisfaction of any lien so filed or prosecuted, and must defend against, indemnify, and hold the County harmless from any such lien or claim.
 - 3.7** Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies, and transcripts. Contractor must retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

- 3.8** Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.
- 3.9 Ownership of Work Product.** All work product created by Contractor pursuant to the services provided under this Contract, including derivative works and compilations of work product, whether or not such work product is considered a work made for hire or an employment to invent, is the exclusive property of County. County and Contractor agree that such work product is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the work product is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of Contractor's rights, title, and interest in all work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such work product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 3.9.1 Contractor Intellectual Property.** In the event that a deliverable provided by Contractor under this Contract is a derivative work based on Contractor's Intellectual Property, or is a compilation that includes Contractor-owned intellectual property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Contractor Intellectual Property employed in any deliverable.
- 3.9.2 License in Third-Party Intellectual Property.** In the event that a deliverable provided by Contractor under this Contract is a derivative work based on third-Party intellectual property, or is a compilation that includes third-party intellectual property, Contractor will secure on County's behalf and in the name of County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the third-party intellectual property employed in the deliverable, and to authorize others to do the same on County's behalf.
- 3.9.3 No Rights.** Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by County. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon County any right, title, or interest in any contractor-owned intellectual property that is now owned or subsequently owned by Contractor.
- 3.9.4 Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

- 4.1** Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2** Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3** Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4** If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5** Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6** Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7 Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8 Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its

execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, may make, or causes to be made, that pertains to this Contract or to the Work of the Contract.

- 4.9 Compliance with Law.** In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state, and local laws.

5. MODIFICATION AND TERMINATION

- 5.1 Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 Termination:

5.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.

5.2.2 County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.

5.2.3 If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in this Contract, County may suspend the Work of this Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate this Contract.

5.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that (1) if County fails to appropriate funds for any successive budget year or determines that termination of the contract is required for the public interest, County may terminate this Contract immediately upon notice to Contractor and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

5.2.5 County may terminate the Contract immediately and without prior notice upon any of the following:

- If Contractor fails to have in force any insurance required by this Contract; or
- If Contractor breaches the County's security requirements; or
- If Contractor fails to maintain any certificate of license required for performance of the services described herein.

5.2.6 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date. No claim for loss of profits will be allowed.

- 5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

- 5.4 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

- 6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process.

- 6.2 Choice of Law, Venue, and Jurisdiction.** All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

- 6.3 Attorney Fees.** In the event an action, suit, proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

7. MISCELLANEOUS PROVISIONS

7.1 Taxes.

7.1.1 County's Tax-Exempt Status. County is a political subdivision of the State of Oregon and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

7.1.2 Contractor's Taxes. Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

- 7.2 Public Records.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agree that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

- 7.3 Confidentiality and Protection of Consumer Personal Information.** If Contractor as part of the work of this Contract receives any consumer personal information, Contractor must maintain confidentiality of such consumer personal information and may not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract, except upon written consent of County and, if applicable, the employee, client, applicant, or person. Contractor must ensure that its officers, employees, agents, and subcontractors understand and comply with the confidentiality provisions of this Contract. If Contractor owns, maintains, or otherwise possesses data that includes a consumer's personal information, Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information, and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.) throughout the term of this Contract.

- 7.4 Merger and Construction.** This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements, and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

- 7.5 Waiver.** Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

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

- 7.7 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees, and, if included in the Contract, attorney fee provisions and limitations will survive termination or completion of the Contract.

- 7.8 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.

- 7.9 Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

- 7.10 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

- 7.11 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

- 7.12 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

INSURANCE COVERAGES REQUIRED

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

**COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED STATUS** shall include:**Policy must include:**

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

MINIMUM POLICY LIMITS

- ☒ \$2 million per occurrence*/\$4 million aggregate*
- ☐ Amount required by funding source \$ /\$
- ☐ Other Amount pre-approved by Risk Management: \$ occurrence /\$ aggregate

Aggregate limits: ☐ Per Policy (most contracts) ☐ Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.



ADDITIONAL INSURED STATUS for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract, excluding Professional Liability coverage. The contract **MUST** either include language that the additional insured status is required, or include this Insurance Coverages Required document as an attachment, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.



When this box is checked, the Additional Insured status for this contract **MUST** be by scheduled (or named) **endorsement only**, and must read:

Lane County, its officers, agents, employees and volunteers are named as additional insureds with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement**, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.



AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED STATUS: Insurance with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

LIMITS* ☒ \$2 million combined single limit per accident for bodily injury and property damage
☐ Amount required by funding source: \$ /\$
☐ Other Amount pre-approved by Risk Management: \$ /\$



WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

- ☐ Statutory amount (currently \$500,000 in Oregon, other states may vary)
- ☐ Other: minimum of \$1,000,000 when not regulated by statute



OTHER – All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable. All coverages, except Professional Liability, must contain blanket Additional Insured status, unless otherwise indicated.

- ☐ **CYBER** coverage in the amount of \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ **PROFESSIONAL LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ **POLLUTION LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ **Type:** : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).
- ☐ **Type:** : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**



CERTIFICATE HOLDER: Lane County, its officers, agents, employees and volunteers, c/o



LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER. The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.



DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.

Your Lane County Contact: Angie R. Marzano

email: angie.marzano@lanecountyor.gov

Phone: 541-682-6536

This document is an attachment to and part of your contract with Lane County.

Lane County Risk Management / LCRISKMG@co.lane.or.us

Exhibit D: Contractor's Proposal



St. Vincent de Paul
Society of Lane County, Inc.

Office (541) 687-5820 • Fax (541) 683-9423
Stores Donation (541) 345-0595
Social Services (541) 689-6747

2890 Chad Drive Eugene, OR 97408
PO Box 24608 Eugene, OR 97402
Email askme@svdp.us
Visit us at www.svdp.us

December 6th, 2024

Angie R. Marzano, Waste Reduction Specialist
Lane County Department of Public Works
Waste Management Division
3100 E 17th Ave
Eugene, OR 97403

RE: Proposal for Collection, Recycling & Reuse of Appliances Containing Refrigerants

Dear Angie Marzano and Lane County Department of Public Works,
At St. Vincent de Paul of Lane County, Inc. (SVdP), we take pride in finding innovative solutions and partnerships to provide a social safety net to the community while achieving environmental stewardship. We are pleased to respond to the Request for Proposal from Collection, Recycling, & Reuse of Appliances Containing Refrigerants by Lane County.

SVdP's appliance recycling program is part of our larger mission to provide resources to community members in need. Funding from SVdP's reuse and recycling programs helps us provide comprehensive services to alleviate poverty and end the cycle of homelessness in our community. Excess revenue generated by reuse and recycling programs help sustain SVdP programs that include: affordable housing, services for Veterans, individuals and families experiencing homelessness and housing insecurity, and a variety of programs that seek to meet basic needs and transition community members into stability.

SVDP has extensive experience in reusable product diversion as well as recycling. We have a strong financial base and are very capable of completing the contract. We have demonstrated the competence, skill and community base to continue this vital service through partnership with Lane County. Thank you for the opportunity to bring this proposal forward and we look forward to continuing this service over the next contract period. Please contact me at (541) 543-5408 if you have any questions or need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bethany Cartledge', is written over a horizontal line.

Bethany Cartledge
Executive Director



St. Vincent de Paul Society of Lane County, Inc.

Response to "Collection, Recycling & Reuse of Appliances Containing Refrigerants"

1. Describe your firm's background and experience providing this service – recovery of, reuse and recycling of white goods. Be as specific as possible with your process for extracting refrigerants, safety protocols, certifications and final disposal and/or resale of refrigerants.

SVdP has repaired appliances for reuse since 1954. In 1990 SVDP began an aggressive program designed to recycle appliance components that cannot be reused. SVDP has maintained the Lane County Waste Management Division's contract for appliance and propane tank reuse and recycling for more than three decades and has demonstrated a commitment to offering the best service to the public, prioritizing reuse over recycling, and deriving maximum benefit from donated goods. We have the capacity to service the 14 Lane County transfer sites listed, and have demonstrated the competence, skill, and community base to continue this vital service through partnership with Lane County.

Service to the Public

SVdP aims to make disposing of appliances as easy and affordable as possible, which in turn increases the number of appliances diverted from the landfill and decreases the number of abandoned appliances in public spaces. Prioritizing reuse over recycling focuses on minimizing unnecessary consumption and the production of new goods, while helping vulnerable people in our community gain access to the items they need.

Process

Appliances are collected in box trucks from Lane County's 14 transfer stations, consolidating pickups from multiple sites as much as possible. After the units are picked up at each transfer station, appliances are dropped at our facility at 1175 State Hwy 99 N Eugene, OR, which serves as the collection, assessment, and recycling site. SVdP employees evaluate appliances, separating out the reusable from the ones most appropriate for refurbishing, and those only good for recycling. As the EPA has noted, keeping these items in service longer reduces the environmental impact of manufacturing new products.



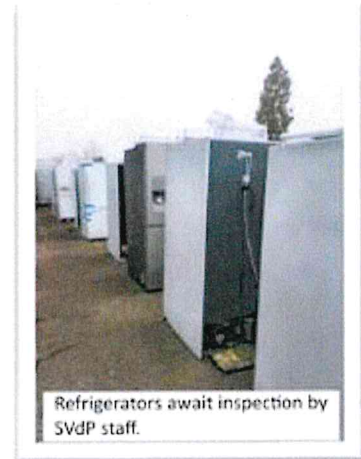
Reusable Items: Items that show promise for reuse or refurbishment are tested when they arrive at the facility. If they still function and are in good condition, they are cleaned and sent (along with a warranty) to one of the agency's thrift store locations for resale.

Refurbished Items: Appliances that are not fully operational upon testing are assessed to see if they can be refurbished. Refurbishment depends on availability of parts, labor investment, and resale value. A designated SVdP technician repairs the appliance and then it's sent to another staff member who does final cleaning and detailing, making sure to fix any cosmetic issues such as broken drawers or handles. Finally, it is sent to one of our thrift stores (along with a warranty) for resale. The number of reusable and refurbishable appliances from Lane County pickups is usually between 10-20% of the total volume received.



Recycled Items: Many of the appliances received are old and damaged, and these are not able to be refurbished. If the needed parts are not available for refurbishing an appliance, repair would be too labor intensive to be profitable, or if the appliance is in generally poor condition, it is deemed only good for recycling. Some appliances that cannot be repaired can be stripped for parts to repair other appliances, and what remains after it is stripped is then recycled.

Appliances slated for recycling are stripped of components such as copper, aluminum, motors and compressors, where they are separated and sold as different commodities. The oil is removed and disposed of in an environmentally responsible manner. Refrigerants are removed and cleaned for resale. The remainder of the appliance carcass is transported to a metal recycler.



Safety Protocols

The safety of SVdP employees is an important consideration in the appliance recycling process. Employees follow OSHA guidelines for workplace safety, and our safety protocols are developed in accordance with Section 608 of the Clean Air Act. Chemicals go into specific locked storage cabinets for security, and all chemicals handled on site are accounted for with Material Safety Data Sheets on file. Refrigerant reclaiming is done in an open-air setting, where air flow is optimum. Personal safety equipment such as safety glasses and gloves are readily available, as well as eyewash packets and first-aid supplies. The Appliance Recycling department is checked once per month by a SVdP Safety Committee member and fully inspected quarterly.

Certifications

Each of our appliance repair technicians and recyclers have an EPA 608 Type I Certificate, with staff in management roles additionally having EPA 608 Universal Certificates. These qualifications ensure that SVdP can accept all appliances containing refrigerant, regardless of refrigerant quantity. All technicians and recyclers on staff are required to pass an EPA-approved test given by an EPA-approved certifying organization.

Final Disposal/Resale of Refrigerants

SVdP accepts appliances with R134A, R12, R22, R410A, R600A, R400, R401, R404, R500, R501, R504, R32, R290 refrigerants. Because refrigerant compressors do not contain a release, appliances containing refrigerants require special tools for carefully piercing the tubing and must be allowed time for drainage. Each refrigerant is released into a tank and stored until the tanks are purchased from an EPA Approved Refrigerant Reclaimer and replaced with empty tanks ready to be filled with more refrigerant.



2. Describe your project team – names, relevant experience of the people directly involved in the delivery of this service, and the certification requirements of each project team member.

The staff is led by Bethany Cartledge, Executive Director with additional guidance from Terry McDonald, Emeritus Director, who has worked for SVDP since 1971. Bethany has overseen the development of all SVDP programs and affordable housing projects. Rick Albritton, Transportation Manager since 1999, is integral to overseeing the agency's trucking fleet. Mary Scott, who has been with SVdP for over 30 years, is responsible for tracking the number of appliances received and billing. Stanley Jurek, SVdP's Appliance Lead performs the final quality check on appliances before they reach store sales floors. He gives appliances a final inspection and prices them based on condition, features, etc. Altogether, the SVdP staff has unmatched experience in Recycling, Transportation, Logistics, Bookkeeping, and Technical Services.

Stanley Jurek - Appliance Lead

Brook Ramen – Stores District Manager

Chris Jenkins - Appliance Recycling Dept. Manager, Refrigerator Technician,
EPA 608 Universal Certificate

Rick Albritton – Transportation Manager

Daven Stetson – Recycling and Logistics Manager, Master Recycler Certificate

Brian Benfatti - Recycling Lead, EPA 608 Type I Certificate

Joshua Simmons - Recycler, EPA 608 Type I Certificate

Joseph Young - Recycler, EPA 608 Type I Certificate

Troy Thomas – Recycler, EPA 608 Type I Certificate

Alan Long – Appliance Technician, EPA 608 Universal Certificate

Mary Scott – Bookkeeping and billing

3. Provide a detailed budget given the scope of work outlined. Please provide pricing on all refrigerant types (freon, ammonia, etc.)

SVdP proposes a fee of \$20 for any appliance containing refrigerants including refrigerators, freezers, wine coolers, and air conditioners. We will charge \$0 for reusable stoves, washing machines, or dryers.

Air Conditioners: \$20

Dehumidifier: \$20

Freezers: \$20

Heat Pumps: \$20

Refrigerators: \$20

Water Coolers: \$20

Wine Coolers: \$20

The pricing per unit includes all of the refrigerant types previously mentioned, along with transportation from the requested Lane County Transfer Sites.

*SVdP will not accept propane tanks, RV refrigerators, or any ammonia containing appliances.



St. Vincent de Paul Society of Lane County, Inc.
Response to "Collection, Recycling & Reuse of Appliances Containing Refrigerants"

Budget Item	Total Estimated Annual Cost
Appliance Recycling Technician Staffing	\$52,000
Trucking/Appliance Transportation	\$56,211
Equipment Maintenance	\$3,690
Total Annual Expenses	\$111,901

4. Describe how your firm has incorporated sustainable business practices into your day-to-day operations.

Sustainability is a cornerstone of SVdP's mission and business model, and the agency views environmental stewardship and economic development as twin pillars of our sustainability strategy. St. Vincent de Paul is an internationally recognized leader in developing recycling-based businesses with a quadruple bottom line: they responsibly reuse and recycle products; provide quality goods and services to the community; provide jobs and job training; and generate revenue to fund our charitable activities. This sustainability strategy enables SVdP to employ over 600 individuals and help approximately 1,100 people with job training and placement each year.

SVdP is deeply committed to diverting waste from the landfill and goes above and beyond the status quo of most businesses to find uses for waste products. Our recycling programs operate hand-in-hand with our retail thrift stores, where our first priority is reuse before recycling. Items that cannot be reused are recycled, and our ever-growing list of recyclable items currently includes Mattresses, Books, Shoes, Clothing, Wax, Electronics, Cars, and Styrofoam. SVdP is continually seeking ways to recycle or reuse additional items from the waste stream. Revenue-generating businesses that recycle/reuse items from the community's waste stream have led to SVdP's growth into a robust social service organization and the largest nonprofit human service agency in Lane County. For SVdP, sustainability has economic, environmental, and social components: materials management and waste diversion to benefit our environment, economic development and job creation to sustain our local economy, and social services that provide sustainable solutions to entrenched human issues including homelessness, the housing crisis and cyclical poverty.

OFFEROR'S STATEMENTS AND CERTIFICATIONS FORM

Offeror's Name:

Berkey Carledge / St. Vincent de Paul

Solicitation Title:

Executive Director

OFFEROR STATEMENTS

Offer. Offeror offers to provide the required goods or services in accordance with the requirements of the solicitation stated above and the enclosed offer. The undersigned Offeror declares that the Offeror has carefully examined the above-named solicitation including all addenda, and that, if this Offer is accepted, Offeror will execute a contract with the County to furnish the goods or services of the Offer submitted with this form. Offeror attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this Offer, and that the person signing has the authority to represent the individual or organization in whose name this Offer is submitted.

Offeror's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Offeror accepts all terms and conditions of this solicitation, sample contract, and insurance requirements. Offeror agrees that the offer submitted for this solicitation will remain irrevocable for a period of 60 days from the date offers are due.

Offeror's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Offeror acknowledges that its entire offer is subject to Oregon Public Records Law (ORS 192.410–192.505) and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Offeror agrees that all information included in this offer that is claimed to be exempt from disclosure has been clearly identified either in the Offeror Statement, or in an itemization attached hereto. Offeror further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Offeror has received and considered, in the accompanying offer, the terms of the following addenda, if any:

CERTIFICATIONS

By signing this Offeror's Certification form, Offeror certifies that:

1. Certification of Resident Bidder Status. Offeror is X is not _____ (check one) a Resident Bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Offeror has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This offer is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making an offer for the same services and is in all respects fair and free from collusion or collaboration with any other Offeror.
4. Certification of Compliance with Tax Laws. Offeror has, to the best of Offeror's knowledge, complied with Oregon tax laws in the period prior to the submission of this offer, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Offeror or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.

OFFEROR

Bethany Cartledge
Authorized signature
Bethany Cartledge
Name of authorized signer
Executive Director
Title
12/09/2024
Date

Bethany Cartledge / St. Vincent de Paul
Offeror's legal name
2890 Chad Dr.
Address
Eugene, OR 97408
93-0454786
Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS OFFER

Kelsey Ruhland
Contact name
541-321-3439
Telephone number
kelsey.ruhland@svdp.us
Email address