



BIDDER'S PROPOSAL

CROOK COUNTY LANDFILL SCALING SOFTWARE AND ACCESSORIES PROJECT

**Crook County, Oregon
Fall 2020**

PROJECT INFORMATION

<u>Project Name:</u>	Crook County Landfill Scaling Software and Accessories Project
<u>Date of Issue:</u>	Thursday, October 1, 2020
<u>Bids Due:</u>	Thursday, October 29, 2020
<u>Contract Award:</u>	Thursday, November 12, 2020
<u>Project County:</u>	Crook County, Oregon
<u>Department:</u>	Crook County Landfill
<u>Project Manager:</u>	Jeff Merwin, Landfill Manager 541-447-2398; Cell: 541-633-6203

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PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Landfill Scaling Software and Accessories Project

Bidder's person to contact for additional information on this bid:

Name: _____ Company: _____

Address: _____ Telephone: _____

Email: _____

Bidder's lump sum bid for the Landfill Scaling Software and Accessories Project is:
_____ (feel free to attach additional documentation)

The Attachments attached and incorporated into this Proposal are:

1. Bidder's Certificate
2. Sample Contract with Exhibits A - D
3. Specifications and Details (Exhibit D to Contract)

1. OVERVIEW OF SCOPE OF WORK

The Crook County Landfill seeks a contractor to supply all the work necessary to furnish and install, complete and ready for operation, the scaling software and scaling accessories for the existing outbound scale and new inbound scale. Contractor shall supply the scaling software and scaling accessories, in a timely and safe manner, to the County, who will then deliver to the overall project contractor for installation. The system shall be fully integrated with the County's existing systems and include two kiosks, RFID card readers, and RFID card printers. Contractor shall also offer training and customer support. See the Specifications and Details for more information.

2. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Thursday, October 1, 2020, at 9:00 a.m.
- Bid closing date and time: Thursday, October 29, 2020, at 2:00 p.m.
- Bid opening date and time: Bids will be publicly opened and read aloud on Thursday, October 29, 2020, at 3:00 p.m. local time as determined by the official clock located in the Crook County Administration Office. The apparent low bidder will be announced at that time.
- Contract award: Final award will be announced during a County Court Meeting on Thursday, November 12, 2020 (estimated time 9:00 a.m.).
- The County reserves the right to change this schedule or terminate the entire procurement at any time.

3. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Jeff Merwin, Landfill Manager, at Jeff.Merwin@co.crook.or.us or 541-447-2398. Information obtained from the Landfill Manager or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the date fixed for opening bids.

4. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website at <http://co.crook.or.us/rfps>; or via request to Jeff Merwin, Landfill Manager, at Jeff.Merwin@co.crook.or.us or 541-447-2398.

5. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website at <http://co.crook.or.us/rfps> not later than five (5) calendar days prior to the date fixed for the closing of bids. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

6. BIDDING PROCEDURES AND PREPARATION OF BIDS

- Lump Sum Bids are to be addressed to: Crook County Judge Seth Crawford, and sent by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. on October 29, 2020. Bids will be opened at the Administration Office at 3:00 p.m. on October 29, 2020.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope and plainly marked on the outside showing the name of the bidder, the name of the project, contract number (if applicable), and the word "BID," and addressed to the attention of: Crook County Judge Seth Crawford. Electronic submissions will not be accepted. Any proposals received after 2:00 p.m. on October 29, 2020, will not be considered. Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted.

7. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified , provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within two (2) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Goods and Services Contract, using substantially the form attached hereto as Exhibit B, and incorporated herein by reference.

8. NOTICE OF INTENT TO AWARD

A notice of intent to award will be posted on the Crook County website at <http://co.crook.or.us/rfps>

9. PREVAILING WAGE RATES

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.).

10. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder. All bids and proposals are subject to Oregon Public Records law;
- This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;

- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

11. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

12. BID SECURITY

No bid security is required for this solicitation.

13. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

14. BIDDER'S INFORMATION

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2020.

Signature: _____ Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 2020.

Name of Entity: _____

By: _____
Signature

Print Name

Its: _____

BIDDER CERTIFICATE

**THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED.
FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.**

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279A-B. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

NON-COLLUSION

Bidder certifies the following:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by the State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

CHECK ONE: Bidder states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

CHECK ONE: Bidder states that it:

Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder is is not a resident bidder.

If a resident bidder, enter your Oregon business address: _____

_____.

If a non-resident bidder, enter your state of residency: _____.

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INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature: _____

Date: _____

By: _____

Title: _____

Firm: _____

Phone: _____

GOODS AND SERVICES CONTRACT

CONTRACTOR: * _____ DATE: * _____

ADDRESS: * _____ * _____ * _____ * _____
Street Address City State Zip

PHONE NUMBER: * _____ EMAIL: * _____

This Goods and Services Contract (Agreement) by and between [name] (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into on the date of the last signature below, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described in the Bid Packet and on Exhibit D to this Agreement are to be provided by Contractor in connection with the Crook County Landfill Scaling Software and Accessories Project.
2. **DURATION:** This Agreement shall run from [] (“effective date”) through [] unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described in the Specifications and Details in the Bid Packet, attached hereto as Exhibit D.
4. **FEE FOR SERVICES:** Contractor’s fee for the services identified on Exhibit F to this Agreement shall be: [] and no/100 Dollars (\$*).
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in Exhibit D), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** Contractor’s Bidder’s Proposal, Bidder’s Certification, and the Specifications and Details of the Bid Packet are incorporated herein. The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:
 - Exhibit A: Required Terms for All Public Contracts
 - Exhibit B: Independent Contractor Status
 - Exhibit C: Protected Information
 - Exhibit D: Specifications and Details
7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

9. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
12. CONTRACTOR STATUS: Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in Exhibit A.
14. TERMINATION:
 - 14.1. Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
 - 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

15. INSURANCE:

- 15.1. GENERAL INSURANCE: Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.
- 15.2. WORKERS' COMPENSATION: Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
- 15.3.1. NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE: The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. EQUIPMENT AND MATERIAL: Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general

contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives

16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.

16.5. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

16.6. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.

16.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

16.8. NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.

16.9. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified

mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."

- 16.10. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. SEVERABILITY: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 16.12. ACCESS TO RECORDS: County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. CONFIDENTIALITY: During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. FEDERAL EMPLOYMENT STATUS: In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

- 16.18. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.20. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 16.22. COUNTERPARTS: This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

For Contractor

[name]

By: _____
Signature

Printed Name

Title: _____

Date: _____

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

EXHIBIT A
REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor 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 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

SAMPLE

Exhibit D
Specifications and Details

SCALING SOFTWARE AND SCALING ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The Work necessary to furnish and install, complete and ready for operation, the scaling software and scaling accessories for the existing outbound scale and new inbound scale. The respondent shall provide the scaling software and scaling accessories as included herein. The Owner will turn over the scaling accessories to the overall project contractor once received from the respondent in a timely manner for installation. It is the responsibility of the respondent to ensure that all products are safely delivered to the project site with instructions and oversight of the installation as needed to ensure quality of installation and to not void warranty.
- B. Performance Requirements:
 - 1. Scaling software will be used to make the necessary transactions at the scales and be fully integrated and functional with the County's systems for tracking, reporting, and auditing purposes.
 - 2. The scaling software shall be fully integrated with both scales and all scale accessories, including those accessories provided by the scale manufacturer/supplier.
 - 3. Accessories for the new inbound scale system shall include: (a) two kiosks with intercoms, keypads, displays and dome IP HD cameras, and thermal receipt (ticket) printers; (b) Mounts with canopy covers for the kiosks; (c) RFID card reader to be mounted between the two kiosks; and (d) RFID cards.
 - 4. Accessories for the existing outbound scale shall include: (a) two kiosks with intercoms, keypads, displays, dome IP HD cameras and thermal receipt (ticket) printers; and (b) Mounts with canopy covers for the kiosks; (c) RFID card reader to be mounted between the two kiosks; and (d) RFID cards.
 - 5. Accessories inside the scale attendant building shall include all equipment needed to complete transactions and interface with County provided computers and servers as described in "Scaling Operation Sequencing" including, but not limited to: (a) Two RFID readers; (b) Credit card reader; (c) Thermal receipt (ticket) printer; and (d) RFID programmer/printer.

- C. Scaling Operation Sequencing:
1. **Open Hours Public & Commercial (Non-RFID Card) Scaling:** (a) Inbound Scale: The inbound scale will have a traffic light (provided by others) at the scale entrance that is automatically switched to red when weight is detected on the scale and green when there is no weight on the scale. When the light turns green, the customer will pull their vehicle onto the scale. At the window, the scale attendant will ask the customer about what type of waste they have, the information will be manually entered into the software system, and customer will collect a laminated card with RFID sticker from the scale attendant. A traffic light located at the exit of the scale (provided by others) will normally be red. After the weight is registered and recorded by the software, the light will turn green. As the customer is exiting the scale, the scale will register that no weight is on the scale and the traffic light at the scale entrance will turn green allowing the next customer to pull onto the scale and the traffic light at the exit will turn red; (b) Outbound Scaling: After dropping off materials, the customer will queue into the outbound lane and wait for the scale entry light (provided by others) to turn green. When green, the customer will pull onto the scale and drive up to the service window. The customer will then give the laminated card back to the scale attendant who will in turn scan the card to pull up the customers information and required fee. After weighing out and paying, the customer will drive off the scale triggering the light to turn green and the next customer to pull on to the scale.
 2. **Open & After Hours Commercial (with RFID) Scaling:** Commercial vehicles will weigh-in using RFID cards at the inbound scale. An RFID scanner will read the cards at the kiosk and the kiosk will print a receipt if the truck is tared. Once the traffic light turns green, the commercial driver can proceed to the landfill for unloading. After unloading, tared trucks will bypass the outbound scale and exit the site. Trucks that are not tared will pull onto the outbound scale, scan the RFID card to pull up the transaction and print a receipt. After the receipt prints the truck will exit the scale.

1.02 QUALITY ASSURANCE

- A. Factory Tests:
1. Custom-programming in digital scale controller. Provide documentation of custom-designed input screens.
 2. Test assembled control panel. Provide test documentation.

1.03 MANUFACTURER'S SERVICES

- A. A software manufacturer's representative for the specified software shall be present at the Job Site for the installation and startup/commissioning. The representation shall also be available for training. See TRAINING.
- B. The software manufacturer's representative(s) shall provide two separate visits to the project site at a minimum. The first will be to ensure satisfactory installation of the scaling accessories, initial training, and to provide testing screens and setups for the County to review and provide feedback. The second visit shall occur when the new scale and accessories are installed for full system integration and final training. See TRAINING.

1.04 SUBMITTALS

- A. Certifications and documentation pertaining to meeting the performance needs for the system and integration with the existing equipment, new equipment, and the County's systems.
- B. Complete schematic diagrams and Operating and Maintenance Manuals.
- C. Training Manuals

1.05 WARRANTY

- A. Guarantee in writing the operating performance for a period of 2 years upon certified completion of the system commissioning and training. Provide online support for the entire 2-year operating performance period.

1.06 GENERAL INFORMATION/OPERATION

- A. Software must interface with scale hardware components (scales, weight readout displays, etc.) via Transmission Control Protocol (TCP) / Internet Protocol (IP)
- B. Radio Frequency Identification (RFID):
 - 1. Software must have the capability of running the After Hours kiosk system.
 - 2. Software must have the capability of using RFID cards to recognize commercial trucks. Furthermore, the RFID card shall recognize a container truck which the driver can enter in a container ID number using the keypad that identifies the empty weight of the container and computes the gross tared weight of the truck and container.

PART 2 PRODUCTS

2.01 RFID CARD READERS

- A. The reader system shall be fully functional for inbound scaling of all vehicles including tared commercial trucks (and containers as noted in Section 1.06B.2) and fully integrated with the software system. The reader system shall provide for a fully automated weighing operation whereby commercial trucks are identified in the system (with tare weights) by scanning of RFID cards. The readers shall be housed in all weather-proof enclosure and mounted on the same pedestals as the kiosks, as approved by the Owner and Engineer.
- B. The system shall come with 250 pre-programmed RFID cards with a unique sequential numbering system.

2.02 RFID CARD PRINTER

- A. The system will be capable of programming and printing associated RFID stickers and will be fully integrated with the software system.
- B. Stickers shall contain, at a minimum, customers name and account number.
- C. Stickers shall be durable and suitable for all weather applications.

2.03 KIOSKS

- A. The two new kiosks (high and low) on the inbound scale shall each provide an intercom system, IP HD dome camera, keyboard, display and thermal ticket printer. The two outbound kiosks (high and low) will have the same features as the inbound kiosks.
- B. The printed ticket shall display the date, time, inbound weight, outbound weight and fee. The ticket printer shall provide a print speed of three lines per second, 40 characters per line at 12 CPI, and a printing width of 3.33 inches. Duplicate tickets may be requested by pushing a key.

PART 3 EXECUTION

3.01 GENERAL

- A. The system shall have the capability of reading RFID Stickers and will have integral credit card transaction capability.
- B. The system shall be setup as a local network with a server located in the administration building.
- C. The scaling software will need to be compatible with the County's financial software, as well as the existing scale and the new scale.
- D. All licenses, keys, and any other form of rights to the purchased scaling software will be only licensed to Crook County.
- E. Software must be an aesthetically appealing, functional, and an easy to use

windows-based platform with the capability of using shortcut keys or a mouse to process transactions.

- F. Software manufacturer must make available all downloadable updates, patches, and bug fixes, etc. as they are released, and free of charge to Crook County, for the respective version of the software that has been purchased.
- G. Software must be capable of storing vehicle and drop box tare weights indefinitely, with the ability to set up prompted reminders to update these tare weights, at the County's discretion.
- H. Software must have the capability of processing public inbound, outbound, and RFID transactions simultaneously.
- I. All software transactions must be stored indefinitely and must be available through the software at any given point in time for review and reporting purposes.
- J. Unfinished transactions shall be placed in a "hold rack" until completion. The "hold rack" should have a large and reasonable amount of transactions that can be stored.
- K. Software must be capable of tracking and storing inbound materials in measurements of tons, each, cubic yards, gallons, etc. for regulatory, internal, tracking, and reporting purposes.
- L. Software must be capable of providing quotes and pre-orders for outbound materials along with a seamless implementation from a quote/pre-order into an actual transaction within the software.
- M. Software must have the capability of changing fees/rates, at the County's discretion, and have the ability to set up these fees/rates ahead of time, as well as, set a date and time for these fees/rates to automatically take effect. Crook County must be able to set up and make these changes under their own power and discretion and not be reliant on software manufacture's assistance or permissions to do so.

3.02 MANUFACTURER'S INSPECTION AND CERTIFICATION

- A. Following installation by the Contractor the scale software manufacturer's representative shall inspect and certify that the scaling accessories have been installed in full compliance with the manufacturer's instructions.

3.03 TRANSACTIONS

- A. Credit Card and Till
 1. Software must have the capability of operating and processing a cash/check till.
 2. Software must have the capability of processing unlimited amount of credit card transactions.
 3. Software must have the capability of processing and storing unlimited billing/charge accounts.

- B. Insufficient Funds
 - 1. Software must be able to store an insufficient funds transaction (INSF) within the system until full payment has been received. These INSF transaction amounts should be in their own category and accounted for in the end of day balancing report.
 - 2. Software must be capable of scanning driver's license data capturing the required information that will be stored with the transaction in the system.
- C. Material Tracking and Recording
 - 1. Software must be capable of tracking and storing the weight and drop off locations of materials brought into the landfill.
 - 2. Software must be capable of splitting a transaction, and the associated load tracking and fees charged, on a percentage or fraction basis for inbound and outbound loads.
- D. Special Fees
 - 1. Software must have the capability of a minimum of 20 special fee categories/ fields to set up and select from (e.g. tires, appliances with refrigerant, assistance fee, etc.)
 - 2. Software must allow the option for special fee items to be charged as each, by weight, or by a flat rate.
- E. Notes
 - 1. Software must have the capability of providing multiple fillable "note fields" on a printed ticket
 - 2. Software must have the capability of printing/posting automated notes on weight tickets from the County as desired.
- F. Manual Mode
 - 1. Software must have the capability of switching from an auto advance mode into a manual mode for the purposes of fixing tickets and testing/learning how the software shall process different scenarios as they arise.
- G. Ticket Voiding
 - 1. Software must have the capability of voiding tickets/transactions, as necessary.
 - 2. Software must have the capability of storing voided tickets/transactions in the system indefinitely.
 - 3. Software must have the capability of prompting a required "reason for voiding transaction" field, with the option of filling in the field or using a drop-down list of predetermined reasons, to complete the voiding process.
- H. Ticket Printing
 - 1. Software must have the capability of printing receipts.
 - 2. Software must have the capability of reprinting and emailing tickets individually or as a batch when needed.

3. Software must have the capability of customizing/adding information, logos, notes, etc. to printed transaction receipts.

3.04 REPORTING

- A. Software must either integrate directly with or have the capability to export files to the County's accounting systems.
- B. Software must be capable of individual transaction or end of day batch integration/exporting to above software systems.
- C. Software must be capable of providing an end of day balancing report for each individual user that includes total cash/checks received, total bank deposit, billing/charge account totals, amount left in till, Insufficient funds, and Credit Card totals.
- D. Software must be capable of searching for and segregating information and respectfully creating/printing reports on all information listed in these software specifications by transaction, weight, volume, date, time frame, destination, customer, year, etc.
- E. Software must be capable of conversions between measurements of the above listed items for reporting purposes.
- F. Software must provide the ability for Crook County local users to create custom reports as needed
- G. Software must be capable of pulling up any or all transactions, from any given time period, for review and reporting purposes.

3.05 SECURITY

- A. Software must have the capability of multiple user accounts requiring a password to access
- B. Software must have the capability of adjustable permissions settings for each user or group of users
- C. Software must have the capability of providing an "approved persons to charge" list associated with charge accounts to the scalehouse operator for charge account transactions. A prompt must appear for the operator to fill in a specified "approved individual" field that directly corresponds with the approved persons list before the transaction can be processed; this mandatory field must also be printed on the weight ticket.

3.06 TESTING

- A. Preoperational Test Phase: Perform factory tests in accordance with manufacturer's requirements. Factory tests shall include factory testing of custom-programmed scale controller and testing of inputs for all County provided input fields.

- B. Component Test Phase: Test scale controller, card reader system, and all scale accessories.

3.07 TRAINING

- A. Software provider shall provide two separate 24-hour training sessions in-person and hands-on with Crook County employees. The first session shall be administered following satisfactory installation of the software. The second session shall be done at the completion of start-up and commissioning of the entire full system. Each training session shall be provided to scalehouse operators, finance department, technical services, and landfill administration staff. Video recordings of training sessions shall be made available to the County for future staff training purposes. If no such video recordings are available, the County will have the right to record training sessions utilizing its own equipment.
- B. Training shall include day-to-day operation of the software, setting up and generating desired reports, explanation of the interfacing between hardware and software, any maintenance involved with keeping the system in good operating order, and any other training/information the County requests.
- C. The software provider shall provide the County with a complete Training and Operations guide for the software, including screenshots and detailed operating instructions for all aspects of the software, in both printed and electronic formats. Two sets of printed copies bound in a 3-ring binder and tapped shall be provided.
- D. All training requirements listed above shall be included in the cost of the software package.

3.08 CUSTOMER SERVICE

- A. Software Support staff must use volitional, cloud-based remote support tools via web browser when helping County staff. GoToMeeting is an example of a compliant solution.
- B. Software Provider must have a customer service after hours/holiday option for the County, if needed.
- C. A total of 80 hours of Remote Project Management to be used for meetings, support, and configuration of the software.

3.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials in manufacturer's original, unopened, undamaged containers.
- B. Handle materials in such a manner as to prevent damage to products or finishes.