

Request for Proposals #2325-08

Benton County Courthouse Roofing Replacement

120 NW 4th Street

Corvallis, Oregon



**Benton
County**
OREGON

Benton County Board of Commissioners

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January 30, 2024

Benton County, Oregon
Request for Proposal #2325-08
Benton County Courthouse Roofing Replacement

120 NW 4th Street

Corvallis, OR

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REFERENCE DOCUMENTS ON COUNTY WEBSITE:

<https://finance.bentoncountyor.gov/requests-for-proposals/>

**BENTON COUNTY, OREGON
REQUEST FOR PROPOSAL #2325-08**

Benton County Courthouse Roofing Replacement

120 NW 4th St, Corvallis Oregon

CORVALLIS, OREGON

SECTION I. – ADVERTISEMENT FOR PROPOSALS

Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking a Request for Proposals (RFP) from qualified General Contractors (GM), Construction Management (CM) firms, and Roofing Contractors to replace the historic stamped and raised seam roofing system servicing the historic Benton County Courthouse located at 120 NW 4th St., Corvallis, Oregon (Project).

The general scope of work will include removal of the existing roofing structure. Evaluate the sub-roof, replacing as necessary. Installing a like for like roofing system to preserve the historic appearance of the courthouse. Meeting with State and Local historic resource committees as necessary. Meeting with County and State representatives as needed.

The RFP will allow Benton County to select and retain a General Contractor (GC), Construction Management (CM) firm, or Roofing Contractor to perform duties as listed. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

This will be an open building replacement as the State Courts must remain operational throughout the replacement. Special care must be given to the safety of public entering the building for services.

For the purposes of this request, the respondent will:

Recognize any savings the construction manager/general contractor realizes in performing the public improvement contract will accrue to the County unless the public improvement contract provides otherwise.

Specify terms and conditions that govern how the fixed price, guaranteed maximum price or other maximum price set forth in the public improvement contract will be determined and whether the price includes or is based on unit pricing or allows for work that is constructed in phases.

State that the County will not pay any amount that exceeds a fixed price, guaranteed maximum price or other maximum price specified in the public improvement contract unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes.

By the earlier of the date on which the County and a construction management firm agree on a fixed price, guaranteed maximum price or other maximum price or the date on which the construction manager/general contractor begins to solicit offers for construction services from subcontractors, the public improvement contract that the County negotiates with the construction management firm must:

(a) Describe the methods the construction management firm will use to qualify and select subcontractors. The methods must be competitive and should provide prospective subcontractors with a reasonable opportunity to participate in the construction management firm qualification and selection process.

(b) Identify the portions of the construction work under the public improvement contract for which the construction management firm may waive the qualification and selection process described in paragraph (a) of this subsection and describe:

(1) How the construction management firm may determine the portions of the construction work that will not be subject to the qualification and selection process described in paragraph (a) of this subsection; and

(2) The process the construction management firm will use to qualify and select prospective subcontractors for the portions of the construction work that are not subject to the qualification and selection process described in paragraph (a) of this subsection.

(c) Identify the conditions under which the construction management firm or an affiliate or subsidiary of the construction management firm may perform or compete with other prospective subcontractors to perform construction work under the public improvement contract and describe the methods the construction management firm will use to qualify and select an affiliate or subsidiary to perform the construction work.

(d) Describe how the construction management firm will announce which prospective subcontractors the construction management firm have selected to perform construction services in connection with the public improvement contract.

(e) Describe the conditions under which the construction management firm will discuss the qualification and selection process described in this subsection with a prospective subcontractor that the construction management firm did not select for a subcontract if the construction management firm receives a request from the prospective subcontractor to discuss the process.

The Request for Proposal can be downloaded from the Benton County website at <https://finance.bentoncountyor.gov/requests-for-proposals/> or a printed copy can be requested at actual cost by contacting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333, or phone (541) 766-6821, Monday through Friday, between the hours of 8:00 a.m. to 12:30 p.m. and 1:00 a.m. to 5:00 p.m.

A Mandatory Pre-Bid meeting will be held on February 7, 2024 , at 10:00 AM. at Benton County Public Works, 360 Avery Ave, Corvallis OR 97333, with site walk to follow.

Respondents will indicate the following:

- Name of firm
- Contact person, including email and phone number
- Number of people attending the pre-bid meeting
- Number of people attending the site walk

Proposers who do not attend the project walk must notify the project manager via email of their decision to respond to the RFP, so they may be added to the mailing list of RFP addenda notices, if any.

The project walk will provide an opportunity for Proposers to clarify information contained in the RFP and solicit information from County staff to assist proposers with tailoring their proposals meeting program requirements. Proposers are invited to include as many team members as desired, with a minimum one representative from the Proposer's firm or business.


It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Public Works to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Paul Wallsinger, Project Manager, at paul.wallsinger@bentoncountyor.gov or by phone at (541) 766-3521

RFP responses shall be sealed and marked plainly as Courthouse Roof Replacement, and submitted to Benton County Public Works, Attention: Amelia Miller, 360 SW Avery Avenue, Corvallis, Oregon 97333, by **4:00 PM**, local time on **February 22, 2024**, at which time the bids will be publicly opened and read.

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mail proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident GC as defined by ORS 279A.120.

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission requirements; and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Dated: 22nd day of January, 2024

DocuSigned by:

562ACCFEC55D456...

By: Gary Stockhoff, Director of Public Works

Publish: Daily Journal of Commerce: January 31, 2024
Corvallis Gazette-Times: January 30, 2024

SECTION II. – BACKGROUND AND INFORMATION

1. Introduction

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified General Contractors (GM), Construction Management (CM) firms, and Roofing Contractors to replace the historic stamped and raised seam roofing system serving the historic Benton County Courthouse located at 120 NW 4th St., Corvallis, Oregon (Project).

The scope of work will include:

The removal of the existing roofing system. Evaluate the roof sheathing with replacement as necessary using like materials or materials approved by the Project Manager. Benton County would like to retain the historic stamped roofing tiles if possible.

Have replacement roofing materials manufactured for a like replacement and review by the Oregon State Historic Preservation Office and Corvallis Historic Resources Commission.

Install roofing underlayment as needed.

Install appropriately 1,500 square feet of stamped roofing.

Install approximately 8,000 square feet of raised seam roofing.

Evaluate gutter system, make recommendations for repairs.

Prior to work start, provide owner with a written site safety plan to include public signage, security camera coverage and lighting.

Prior to work start, provide owner with a landscaping protection plan.

Prior to work start, provide owner with a written materials list/plan to include materials, colors, fasteners, and underlayment.

Benton County requires that the project timeline fall between July 1, 2024 and September 30, 2024 to accommodate Oregon's rainy season.

This project is subject to the prevailing wage rate law per ORS 279C.836, and where the project is over \$100,000 the Contractor and SUB-CONTRACTORS must file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI, unless the project meets other exclusions identified in this section or ORS 279C.836. Contractor shall verify Public Works Bond filing for any subcontractors prior to starting work on the project. Please see attachments for first-tier subcontractor form.

Prevailing Wages

Prevailing wage rates are incorporated in this bid document by reference. Find those rates at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. At final contract signing, applicable rates on bid opening date will be included.

The RFP is the initial step in the selection process to retain a GC or CM or roofing contractor to perform roofing replacement services. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document. Responses will be reviewed and ranked by a Selection Review Committee composed of the Project Manager, County officials, and other key stake holders in the process. In accordance with the criteria, respondents will be scored by the selection committee and ranked from highest to lowest. The Request for Proposals can be downloaded from the Benton County Oregon website at <https://finance.bentoncountyor.gov/requests-for-proposals/> or a printed copy can be obtained at cost by contracting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon; phone: 541-766-6821.

All Respondents must be registered and licensed with the Oregon Construction Contractors Board prior to submitting an RFP. Failure to be licensed may cause the County to reject the Request for Proposal as non-responsive.

2. **Background Information:**

The Benton County Courthouse was completed and opened in 1887 and, continues as the oldest operating courthouse West of the Mississippi river. The Victorian stamped roof system is original to the building and has begun to fail. Although records are not clear, we believe the raised seam roofing system was installed in the 1970s with a major remodel of the courthouse and removal of chimney structures. To date, reported leaks have been few and isolated.

The Benton County Courthouse has been placed on the National Register of Historic Places. Contact has been made with the State Historic Preservation Office, SHPO Case number 23-1525. Contact has also been made with the Corvallis Historic Resources Committee. Benton County will manage permitting with the Corvallis Historic Resources Committee.

3. **County Representatives**

Information may be obtained from Benton County Public Works representatives:

Paul G. Wallsinger, Project Manager	Other: Amelia Miller, Administrative Specialist
Phone: (541) 766-3521	Phone: (541) 766-6602
paul.wallsinger@bentoncountyor.gov	amelia.miller@bentoncountyor.gov

SECTION III. – SELECTION & EVALUATION CRITERIA

I. Selection Process

Beginning with responses to this solicitation, a selection procedure will be used to evaluate the qualifications of interested GC or CM firms to provide construction services to Benton County for this Project. The responses to this solicitation will be evaluated by the Selection Review Committee.

Respondents must meet the requirements and demonstrate the necessary experience and qualifications to complete the project, with the essential staff, on time, and within budget, and provide the required ongoing services in an efficient and cost-effective manner to the County. Each response will be judged on its adherence to submission requirements and quality of its content. Benton County reserves the right to reject any or all responses and is not liable for any costs the respondent incurs while preparing the response. All responses will become public information, without obligation to the County.

- The Bid Proposal must be submitted on the prescribed form and shall contain a statement by the bidder that the bid complies with the provisions of ORS 279C.800 to 279C.870, and contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
- The CONTRACTOR shall, within two working hours of the date and time of the deadline when the bids are due to the COUNTY, submit to the COUNTY a disclosure of any first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement and whose contract value is equal to or greater than:
 - Five percent of the total project bid or \$15,000, whichever is larger; or
 - \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include:

- a. The name and address of each subcontractor;
- b. The registration number assigned to the subcontractor by the Oregon Construction Contractors Board if the subcontractor is required to have a certificate of registration issued by the board;
- c. The category of work that each subcontractor will perform; and the amount of the contract of the subcontractor.

II. Selection Review Committee

The Selection Review Committee will be comprised of members of, Project Manager, County officials, and other key stake holders in the process. The role of the Selection Review Committee is to evaluate the responses submitted. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. The goal of the evaluation process is to select qualified firms to

bid the roof replacement project and believed to best meet the County's expectations for providing the highest quality of services at a cost representing the best value to the tax payers.

III. Response Requirements and Evaluation Criteria

Ability to reproduce roofing components

Project concept

Safety considerations

Ability to meet scheduling requirements

Reference

The Selection Review Committee will evaluate whether the respondent provided the following Response Questions:

Section 1. Ability to reproduce like for like roofing material (40) Points

- The contractor shall provide documentation showing their ability to reproduce the historic roofing material. More specifically, what materials are proposed, how the material will be manufactured and the timeline for manufacturing.

Section 2. Project Concept (10) Points

- The contractor will provide their proposed overall roofing replacement plan. The plan must include the contractor's project management team, site requirements, demolition concept, replacement strategies, and public outreach if necessary.

Section 3. Safety Considerations (20) Points

- The contractor will provide documentation of their proposed site safety and landscape protection plans.

Section 4. Ability to meet scheduling requirements (20) Points

- The contractor will provide their proposed construction schedule, documenting their company's ability and bandwidth to meet scheduling requirements listed in the scope of work.

Section 5. References (10) Points

- Provide references for similar projects completed in the last 5 years. Include names, addresses, and phone numbers for at least 2 references from Architect/Engineer, Owner, and Contractor/Subcontractor. Please verify that the individuals identified have had direct contact with the referenced project, and the phone number is current. County may check with references and/or may check with other references associated with past work of your firm. Provide reference information on Exhibit E, enclosed.

EVALUATION CRITERIA SCORE

Section 1 – Ability to produce roofing materials	40
Section 2 – Project Concept	10
Section 3 – Safety Considerations	20
Section 4 – Ability to meet scheduling requirements	20
Section 5 - References	10

IV. Response evaluation process

Benton County will utilize the adopted criteria to score and rank candidates from the information provided in the responses as well as information solicited in interviews with references and others.

Each criterion has been assigned a weight between 0 and 40 points. Each member of the Selection Review Committee will rate each firm in each criterion between 0 and the maximum valued score. The Selection Review Committee members will then total the scores from all of the criteria to obtain the total score. The result of this total score will be used to rank all Respondents.

After all the response evaluations are completed, the Selection Review Committee will select the General Contractor (GM), Construction Management (CM) firm, or Roofing Contractor by ranking the respondents based on all information received, presented, and found. After the competitive proposals have been established and the ranking places the top 3 candidates, reference checks and qualifications for stated projects will be conducted. If through the process of verifying references and eligibility, a candidate is eliminated from the top candidate lists, then the next qualified applicant may be included in the group. Responses to this RFP not meeting all evaluation criteria will not be considered for review.

V. Financial Responsibility

Benton County reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed Response shall constitute approval for the County to obtain any credit report information deemed necessary to conduct the evaluation. The County shall notify the firms, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission.

SECTION IV. - PROCESS & TIMELINES

The following process and timelines are established for responses to the Request for Proposal (RFP) from General Contractors (GM), Construction Management (CM) firms, and Roofing Contractors with established experience interested in providing services for the proposed roof replacement project.

G. Contract Award.

The County will award a construction contract to the best qualified bidder from the RFP process.

H. Anticipated Procurement Timeline

The County anticipates the following general timeline for receiving and evaluating responses and inviting qualified General Contractors to bid on the Project. The timeline listed below may be changed if it is in the County's best interest to do so.

Proposal Milestones

Provide Bid Documents to Contractors	Tuesday January 30, 2024
Mandatory Pre-bid Meeting	Wednesday February 7, 2024, 10:00 a.m.
Last day for Questions	Tuesday February 20, 2024, 5:00 p.m.
Last Day for Addendum 1 Release (if applicable)	Wednesday February 21, 2024
Bid Due Date and Bid Opening	Thursday February 22, 2024, 4:00 p.m.
Notice of Intent to Award	Wednesday February 24, 2024
County Contract Award	Thursday February 29, 2024
Notice of Award	Thursday February 29, 2024

A Mandatory Pre-Bid meeting will be held on Wednesday February 7, at 10:00 a.m. at Benton County Public Works, 360 Avery Ave, Corvallis OR. 97333, in the Upper Conference room with site walk thru to follow.

I. Changes to the Solicitation by Addenda

The County reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective respondents known to the County to have received the solicitation document.

A prospective respondent may request a change in the RFP by submitting a written request to Benton County Public Works. The request must specify the provisions of the RFP in question and contain an explanation for the requested change. All request for changes or additional information must be submitted to the County no later than the date set in the RFP schedule.

The County will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Project Manager's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by County managers, employees, or agents to the prospective respondents shall not bind the County.

- All addenda, clarification, and interpretations will be posted on the Benton County website at <https://finance.bentoncountyor.gov/requests-for-proposals/>. Respondents known by the County to have received a complete set of the response documents will receive notification when additional items are posted.
- No addenda will be issued later than the date set in the RFP Timeline, except an addendum, if necessary, postponing the date for receipt of responses, withdrawing the solicitation, modifying elements of the response resulting from a delayed process, or requesting additional information or clarifications.
- Each respondent shall ascertain, prior to submitting a response that the respondent has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the response submittal.

J. Solicitation Protests

A protest of any provision in this RFP must be made in writing and directed to the Project Manager at the address listed in the RFP and shall be received no later than the date listed in the RFP Timeline. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential respondent believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

K. Cost of Preparation of Response

Costs incurred by any respondent in preparation of a response to this RFP shall be the responsibility of the respondent.

L. Cancellation and Late Responses

The County reserves the right to cancel this RFP solicitation at any time before issuance of a resulting Invitation to Bid if cancellation is deemed to be in the County's best interest. In no event shall the County have any liability for the cancellation of award.

All Solicitation Responses that are not received by the deadline stated in the RFP timeline will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within County's internal distribution systems, do not excuse the respondent's

responsibility for submitting the solicitation response to the correct location by the stated deadline.

M. Conditions of Submittal

By the act of submitting a response to this RFP, the respondent certifies that:

1. The respondent and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the response, or in the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.
2. The respondent has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its response is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the respondent.
3. The respondent, if an individual, is of lawful age; is the only one interested in this response; and that no person, firm, or corporation, other than that named, has any interest in the response, or in the proposed contract.
4. The respondent has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds.
5. The respondent will comply fully with the specifications for the Project.
6. The respondent can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

N. Joint Responses

If respondent is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the response and any contracts on behalf of both itself and the respondent, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the response setting forth the business and service delivery agreements between the parties.

L. Respondent Request Interpretation of RFP Documents

1. Respondents shall promptly notify the County of any ambiguity, inconsistency or error, which they may discover upon examination of the response documents.
2. Respondents requiring clarification or interpretation of the response documents shall make a written request for same to the Contract Manager at the submittal location listed above.
3. The County shall make interpretations, corrections, or changes of the response documents in writing by published Addenda. Interpretations, corrections, or changes of the Response Documents made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the County and a Respondent as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the County shall be final and binding upon all parties.
5. The County may to the maximum extent allowed by law, waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

M. Respondent Request for Additional Information

Requests for information regarding County services, programs, or personnel, or any other information shall be submitted in writing directly to the Contract Manager at the address in this document. All requests for additional information shall be submitted in writing. Answers shall be provided to all respondents of record on the date that answers are available.

N. County to Request Clarification and Additional Research

1. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a particular response. Failure of a respondent to respond to such a request for additional information or clarification could result in a finding that the respondent is non-responsive and consequent rejection of the response.
2. The County may obtain information from any legal source for clarification of any response or for information on any respondent. The County need not inform the respondent of any intent to perform additional research in this respect or of any information thereby received.
3. The County may perform, at its sole option, investigations of the responsible respondent. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the County, become part of the public records and may be disclosed accordingly.

4. The County reserves the right to investigate references including customers other than those listed in the respondent's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the County.

O. Rejection of Responses

The County reserves the right to reject any or all responses received as a result of this request. Responses may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the respondent to adhere to one or more of the provisions established in this RFP.
2. Failure of the Respondent to submit a response in the format specified herein.
3. Failure of the respondent to submit a response within the time requirements established herein.
4. Failure of the respondent to adhere to ethical and professional standards before, during, or following the response process.

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

P. Modification or Withdrawal of Response by Respondent

1. A response may not be modified, withdrawn, or canceled by the respondent for 60 (sixty) calendar days following the time and date designated for the receipt of responses.
2. Responses submitted early may be modified or withdrawn only by notice to the County Contracts Manager, at the response submittal location, prior to the time designated for receipt of responses. Such notice shall be in writing over the signature of the respondent. All such communications shall be so worded as not to reveal the amount of the original response or any other material contents of the original response.
3. Withdrawn responses may be resubmitted up to the time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

Q. Response Ownership

1. All responses submitted become and remain the property of the County and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the County shall make available to any person requesting information through the County's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any respondent to do so after the Notice of Intent to award has been released.

R. Affirmative Action

By submitting a Response, the Respondent agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

S. Disadvantages, Minority, Women, & Emerging Small Business (DMWESB)

Benton County encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Respondents may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

By submitting a response, the respondent specifically certifies, under penalty of perjury, that the respondent has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

T. Protests of Award Selection

A respondent may protest the selection of the Award Selection if the respondent claims to have been adversely affected or aggrieved by the selection of a competing respondent. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

The following procedure applies to Respondents who protest the Notice of the Award selection, OAR 137-049-0450(5). All protests must be in writing and physically received by **Tuesday February 27, 2024, at 5:00 p.m.** local time at the Benton County Public Works, Corvallis, Oregon, and no less than seven (7) calendar days from the date of the Notification of Award Selection. Protests shall be addressed to the Contract's Manager at the submittal address listed. Protests not filed within the time specified or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

SECTION V. - SUBMITTAL INSTRUCTIONS AND CHECKLIST

This Request for Proposal (RFP) must be submitted sealed and marked plainly Courthouse roof replacement, and submitted to Amelia Miller, Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **4:00 p.m. local time on Thursday February 22, 2024.** If the respondent submits an RFP via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the solicitation must be written on the outside delivery service packaging.

Respondents must submit eight (5) copies of their RFP which includes an original. In addition to the hard copy (printed paper) version, respondent shall provide an electronic version of the RFP on a USB drive in non-editable, Adobe format.

Failure to comply with these instructions may result in the rejection of the RFP.

- A. RFPs must be submitted on letter-sized (8.5" x 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.
- B. RFP should be printed double-sided, and prepared in a simple, economical manner, with all pages numbered within each section. The RFP should be prepared succinctly, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP.
- C. The RFP should be separated with section divider pages in the same criterion number order as provided below.
- D. Respondent must provide an electronic version of the RFP on a USB drive in non-editable, Adobe format.

All RFPs must include the following submittals to be considered as described in **Section III.**

C. Response Requirements and Evaluation Criteria)

- | | |
|---|--|
| <input type="checkbox"/> Introductory Letter & Proof of Licensure | <input type="checkbox"/> Certification Statement for Corporations or Independent Contractors (Exhibit B) |
| <input type="checkbox"/> Key Personnel Qualifications | <input type="checkbox"/> Representations and Certifications Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C) |
| <input type="checkbox"/> Experience with Similar Projects | <input type="checkbox"/> Certification of Insurance Requirement (Exhibit D) |
| <input type="checkbox"/> Scheduling | <input type="checkbox"/> References (Exhibit E) |
| <input type="checkbox"/> Proposed Site Coordination | <input type="checkbox"/> Retainage (Exhibit F) |
| <input type="checkbox"/> Management Techniques | <input type="checkbox"/> Copy of Contractor's License |
| <input type="checkbox"/> References | <input type="checkbox"/> Signed Addenda (if applicable) |
| <input type="checkbox"/> Adequate Bonding | <input type="checkbox"/> First-Tier Subcontractor Form |
| <input type="checkbox"/> Claim History | <input type="checkbox"/> Employee Drug Testing Prgm Form |
| <input type="checkbox"/> Adequate Insurance | |
| <input type="checkbox"/> Appropriate Resources | |
| <input type="checkbox"/> Subcontractor Management | |
| <input type="checkbox"/> Self-Performed Work | |
| <input type="checkbox"/> Non-Collusion and Conflict of Interest Certification (Exhibit A) | |

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SECTION VI. – DEFINITIONS

DEFINITIONS (as used in these contract documents, except where the context otherwise clearly requires)

OWNER means Benton County, Oregon.

COUNTY’S REPRESENTATIVE PROJECT MANAGER & CONTRACT MANAGER means the person or persons designated by the COUNTY to administer this contract and monitor compliance hereunder.

COMPETITIVE RANGE means the selected firms or persons after the County evaluates and scores Requests for Qualifications based on a list of criteria.

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this contract and setting forth the obligations of the parties, including the Request for Qualifications, Non- Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Respondent Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, FIRM, OR RESPONDENT means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

CM means construction manager.

RESPONSIVE RESPONSE means an offer or response that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

REQUEST FOR PROPOSAL (RFP) means the process to evaluate a person or firm’s qualifications prior to inviting the person or firm to submit a Bid or Solicitation Response for a Project or Purchase.

STATEMENT OF TIME means a period of time, unless stated as a number of County business days, shall include Saturdays, Sundays, and holidays. The word “day” as used in this RFP document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

EXHIBIT A - NON-COLLUSION AND CONFLICT OF INTEREST
CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Proposal, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Respondent is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Response.

Certifications

Non-Collusion The undersigned Respondent hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to secure through any unlawful act an advantage over other Respondents or the County. The fees, prices, and response submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination The undersigned Respondent has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

Conflict of Interest The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the County Board of Commissioners, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Respondent’s response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the County, and all other Respondent’s submittals.

Respondent must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Respondent must disclose any current or past relationship as an employee of Benton County. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged, Minority, Emerging Small Business (DMESB) (check box that applies): Yes No

Signature Block

The Respondent hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Respondent’s Name

Telephone Number

Mailing Address, City, State, Zip

Tax Id Number/Social Security Number

Facsimile Number

Email Address

Signature

Date

**EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR
INDEPENDENT CONTRACTOR**

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

Corporation Limited Liability Company Partnership Nonprofit Corporation authorized to
do _____ business in the State of Oregon

Signature: _____

Title: _____ Date: _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the County to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor’s services are primarily carried out at a location that is separate from the Contractor’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature:

_____ **Date:** _____

EXHIBIT C - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Respondent to complete and sign this form may result in the rejection of the submitted offer. The Respondent will notify County within 30 days of any change in the information provided on this form.

The Respondent certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or Responses by and federal, state or local entity, department or agency.
 2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification.
 4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract.
 5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- VIII.** Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If Respondent is unable to attest to any of the statements in this certification, Respondent shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Respondent from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED
PERSON:
(Notarization is not
required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
 Required by County Not Required by County

Commercial General Liability insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
 Required by County Not Required by County

Automobile Liability covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per accident.
 If this box is checked, the limits shall be \$5,000,000 per accident.
 Required by County Not Required by County

Property of Others in Transit (Cargo) covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

- Required by County Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: “Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions”. A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

Certificate holder should be: Benton County Public Works, 360 SW Avery Avenue, Corvallis OR 97333.
Certificates of Insurance can be e-mailed to Public Works, pwinfo@bentoncountyor.gov

Contractor’s Acceptance: see signature page

Completed at County by: Vance M. Croney

EXHIBIT E – REFERENCES

Respondent Name: _____

Provide at least six (6) references with telephone numbers and e-mail addresses. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages as needed.

REFERENCE

Organization Name

Telephone

Contact Person

E-Mail

Mailing Address

Contract Term

Contact Person

E-Mail

Project Description

EXHIBIT F – RETAINAGE

[date]

[contractor's name]
[contractor's address]

Re: [project name/number]
Form of retainage

As of January 1, 2020, Oregon Law provides three options for managing retainage for construction projects over \$500,000 in value. As contractor for the above-named project, which is over \$500,000 in value, your firm may choose to either:

- _____ (a) Deposit a bond, or securities or other instruments with the County or in a bank or trust company, and have no retainage withheld, as described in ORS 279C.560(4),
- _____ (b) Have the County place the retainage as it is earned in an interest-bearing bank account, at no cost to you, and after completion you will receive all of the interest earned along with your retainage, pursuant to ORS 279C.560(5), or
- _____ (c) Have the County place the retainage as it is earned in an interest-bearing escrow account, where you will be responsible for the costs of the escrow, and will receive the interest along with your retainage, *with the amount reduced by the fees charged by the escrow agent.*

If you do not choose option (a) or (b), then the default method required by the law under HB 2415 (2019) will be that the retainage goes into an escrow account as described in (c). You should be aware, however, that under option (c) it is possible that the escrow fees to be deducted could be as much as or greater than the interest earned on the retainage. There is no charge or deduction for option (a) or (b).

Please indicate the method your firm prefers for the retainage on this project by marking in the space provided next to the preferred option, and return this form to the County.

Thank You,

EXHIBIT G – SAMPLE CONSTRUCTION CONTRACT

BENTON COUNTY CONSTRUCTION CONTRACT

In consideration of the covenants set forth below _____
_____ referred to as CONTRACTOR and BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, acting by and through its Public Works Contracting Officer, hereinafter referred to as COUNTY, mutually contract as follows:

- 1.** CONTRACTOR agrees and covenants with COUNTY that he will furnish all tools, equipment, labor, and material necessary to perform and complete in a good and workmanlike manner the following work: _____

CONTRACTOR agrees to complete the work by _____.

- 2.** That the advertisement for bid, the signed bid proposal, the bid unit price schedules, the bid proposal bond, the fully executed Contract, the fully executed performance bond, the Benton County Standard Provisions, the Oregon State Highway Department Standard Specifications, the Special Provisions, and the plans are hereby referred to and by reference made a part of this Contract. All work shall be done according to the terms, conditions and requirements of said Contract Documents.
- 3.** COUNTY agrees to pay CONTRACTOR as outlined in the attached bid proposal. Retainage shall be an amount equal to 5% of said progress payment until the work has been completed. If the project is over \$500,000, the CONTRACTOR shall fill out and submit Section E: Form of Retainage, in accordance with ORS 279C.560 and HB 2415, directing the COUNTY on how to manage the retainage. The Form of Retainage shall be submitted at the time the Contract is executed.
- 4.** This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.
- 5.** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.
- 6. Background Checks:** In order to perform work in secure areas in COUNTY buildings, CONTRACTOR and their sub contractors will need to submit to a criminal background check and have a Criminal Justice Information System (CJIS) clearance (which requires an online test). This process shall be coordinated with the Project Manager. In addition, CONTRACTOR will notify COUNTY when any employee is no longer in compliance with

the security provisions of this background certification.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.

8. INSURANCE: The CONTRACTOR as specified in the Benton County Standard Provisions and any subcontractors shall maintain insurance acceptable to the COUNTY (Section E) in full force and effect throughout the term of this contract. Workers' Compensation Insurance: If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to ORS

656.001 to 656.794, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.

9. CONTRACTOR shall abide by the provisions of ORS 279A, B and C, incorporated by this reference. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

- a. Status of Contractor: The parties intend that CONTRACTOR, in performing the services specified in this Contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.
- b. CONTRACTOR will not be eligible for any federal social security, state worker's compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
- c. If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal government and the amount charged does not exceed his normal charge for the type of service provided.
- d. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

10. The CONTRACTOR shall:

- a. Make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in this contract
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this contract.

- c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation, or subdivision thereof, on account of any labor or material furnished.

- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Demonstrate that an employee drug testing program is in place and shall remain in place for the duration of this contract.
 - f. Ensure that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
 - 1) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - 2) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - 3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
 - g. If this contract is subject to the prevailing wage rate law per ORS 279C.836, and where the project is over \$100,000 the Contractor and SUB-CONTRACTORS must file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI, unless the project meets other exclusions identified in this section or ORS 279C.836. Contractor shall verify Public Works Bond filing for any subcontractors prior to starting work on the project.

11. In the event CONTRACTOR or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this public improvement contract within 30 days after receipt of payment from COUNTY or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from COUNTY or from the contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

CONTRACTOR

BENTON COUNTY

Principal

By _____

Gary Stockhoff, P.E.
Director of Public Works & Contracting
Officer

Name Title

Date

Date

Employer I.D. Number or Social
Security Number

Approved as to Form:

Contractor's Board Number

County Counsel

Date

CONTRACTOR - SIGN THE FOLLOWING AFFIDAVIT IF YOU ARE AN OWNER/OPERATOR BUSINESS.

AFFIDAVIT OF OWNER/OPERATOR BUSINESS

CONTRACTOR declares that s/he does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

Principal

Date

EXHIBIT H – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME & NUMBER: _____

BID SUBMITTAL DEADLINE: 2:00 P.M. DATE: _____

DISCLOSURE FORM SUBMITTAL DEADLINE: 4:00 P.M. DATE: _____

This form must be submitted no later than 4:00 p.m. on the same day the bids are due in the County Public Works Office. Any and all bids received after the bid submittal deadline, or for which this First- Tier Subcontractor Disclosure Form has not been received by 4:00 p.m. will not be considered and will be returned to the bidder.

List below the name, address, subcontract dollar value, category of work, Construction Contractor Board (CCB) registration or State Landscape Contractors Board (SLCB) license number if applicable, contact name and telephone number of each subcontractor that will be furnishing labor or materials with dollar value equal to or greater than:

- 1. 5% of the total Contract price, but at least \$15,000 (including all alternates); or
- 2. \$350,000 regardless of the percentage of the total Contract price.

Note: You must enter "NONE", sign and submit the form if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)

Firm Name	CCB/SLBC Number/Work Type
Address	Category of work
City, State, Zip	Subcontract Amount

Firm Name	CCB/SLBC Number/Work Type
Address	Category of work
City, State, Zip	Subcontract Amount

NOTE: FAILURE TO SUBMIT THIS FORM BY THE 4:00 P.M. DISCLOSURE DEADLINE WILL RESULT IN A BID BECOMING NON-RESPONSIVE AND SUCH BID WILL NOT BE CONSIDERED FOR AWARD.

Form Submitted By (Bidder Name): _____

Form Received in the County Public Works Office:

Time: _____ Date: _____ By: _____

Note: Unless otherwise stated in the original Invitation to Bid, this form shall not be faxed. It is the responsibility of the Bidder to ensure timely receipt of the Form by the Public Works Office.

EXHIBIT I – EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION
FORM

BIDDER’S NAME: _____

PROJECT NAME & NUMBER: _____

ORS 279C.505(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The County’s award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder’s demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the County to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder’s current written employee drug testing policy will be available for inspection by the County at any time upon the County’s request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The Contractor has provided each employee with a copy of the drug testing policy.

The County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor’s drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The County shall not be liable for Bidder/Contractor’s negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury

caused by Bidder/Contractor’s employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor’s sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Signature: _____

Printed Name, Title: _____

Date: _____