



**BENTON COUNTY
BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
Public Notices and Posting Services**

RFP #2325-10

Release Date: March 07, 2024

Date first advertised: March 07, 2024

Proposals Due Date: March 21, 2024 by 4PM

Refer Questions to: Benton County
Karen Vaughn, Contract Analyst
Email: karen.vaughn@bentoncountyor.gov

Submit Proposals to:
Benton County
Attn: Karen Vaughn, Contracts Analyst
Email: karen.vaughn@bentoncountyor.gov
Mail: 4500 SW Research Way
Corvallis, OR 97333

Electronic copies of this RFP, Attachments and the “Proposal Packet” can be obtained from Benton County website at: <https://finance.bentoncountyor.gov/requests-for-proposals/>

All Proposal documents shall be submitted in hard copy or electronic form. Proposals submitted after the closing date and time shall not be accepted.

SCHEDULE OR EVENTS

03/07/2024	RFP issued
03/12/2024	Last Day for questions concerning RFP and project emailed to karen.vaughn@bentoncountyor.gov No later than 4:00 p.m.
03/14/2024	Answers to questions posted on Benton County's Website at: https://finance.bentoncountyor.gov/requests-for-proposals/
03/21/2024	Proposals are due no later than 4:00 p.m. Attn: Karen Vaughn Mail: 4500 SW Research Way Corvallis, OR 97333 OR BY Email: karen.vaughn@bentoncountyor.gov <i>Late submittals will not be accepted.</i>
03/25/2024	Notice of Intent to Award posted no later than 4:00 p.m. on Benton County's website at: https://finance.bentoncountyor.gov/requests-for-proposals/
04/08/2024	Protest period ends at 4:00 p.m.
04/10/2024	Awarded Contract Issued
Date of full execution of awarded Contract	Work begins

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference required.

INTRODUCTION

Benton County is seeking proposals from qualified entities to provide services for posting public notices and legal advertisements. The selected provider will play a crucial role in disseminating important information to the community, ensuring transparency, and compliance with legal requirements.

SCOPE OF WORK

- [Meet the qualifications of ORS 193.010](#) as a newspaper of general circulation for Benton County.
- Establish a comprehensive system for the timely and accurate posting of public notices and legal advertisements on behalf of Benton County.
- Provide a user-friendly platform accessible to the public for easy access to posted notices.
- Ensure compliance with legal requirements regarding the posting and dissemination of public notices.

This includes, but is not limited to:

- Reporting on local government proceedings, decisions, and policies.
- Coverage of local community events, initiatives, and achievements, not including University sports.
- Investigative reporting on issues impacting Benton County residents.
- Stories related to education, public safety, and infrastructure within Benton County.
- In-depth reporting on community concerns, environmental issues, and social developments.

Qualifications of Proposers:

Each proposer must demonstrate that [meet the qualifications of ORS 193.010](#) as a newspaper of general circulation for Benton County. Qualifications should include:

- Proof of being a legally recognized newspaper of general circulation. ((ORS 193.020 (2))
 - Documentation showing the number of “Bona fide subscribers”.. ((ORS 193.020 (1))
 - Percentage of content dedicated to local news, with a specific focus on hard news stories related to any portion of Benton County. (((ORS 193.020 (3) (b)))
- a. *Two Categories.* The evaluation criteria and their respective weights are as follows:

PRINT NOTIFICATIONS CATEGORIES	MAXIMUM POINTS POSSIBLE
Qualifications and legal standing as a newspaper of general circulation.	8
Quality of proposed public notification system	7
Demonstrated reach within Benton County through the number of live subscriptions.	7
The percentage of content dedicated to local news, with an emphasis on hard news stories.	7
Please describe your notification system that supports transparency and accessibility.	7
Fee schedule/Rates per word	7
Volume discount pricing	7
Total	50
ONLINE NOTIFICATIONS CATEGORIES	
Qualifications and legal standing as a newspaper of general circulation.	8
Quality of proposed public notification system	7
Demonstrated reach within Benton County through the number of live subscriptions.	7
The percentage of content dedicated to local news, with an emphasis on hard news stories.	7
Please describe your notification system that supports transparency and accessibility.	7
Fee schedule/Rates per word	7
Volume discount pricing	7
Total	50

- b. *Best Value.* Benton County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, Benton County may not

necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of Benton County. Benton County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints.

CONTRACT AWARD

Benton County seeks to award one or multiple contract(s) as a result of this RFP. Award, as determined by Benton County, will be made to the responsible Proposers whose Proposals Benton County determines is most advantageous to Benton County based on the evaluation process and evaluation factors described in this RFP. The resultant contract(s) will have an initial term of two (2) years, with the option to renew on a yearly basis for a total term of five (5) years.

Benton County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services (COBID Certified).

INTERGOVERNMENTAL PARTICIPATION

Pursuant to Oregon Revised Statute 279A.215, other Benton County Departments, governmental agencies, bodies or districts (“Participating Agencies”) may participate in the award resulting from BENTON COUNTY’S RFP 2325-06 as if said agencies had generated the RFP and made this award on their own behalf. The Contractor shall have the option of declining participation in any such agreement; that is, Contractor participation in Work or sales resulting from use of the solicitation shall be voluntary. If the Contractor chooses to participate in such agreements, all agency relationships including those for contract administration, ordering, deliveries, approvals, billing and collections shall be between the Participating Agency and the Contractor. Benton County, except for the enabling solicitation and contract, shall not participate in any commercial activity between the Contractor and the Participating Agency. If the Contractor agrees to participate, all such participation shall be on the basis of the RFP and the resulting award except that reasonable changes in pricing and terms may be negotiated directly between the Participating Agency and the Contractor to accommodate differences in delivery distances and local conditions. All such changes shall be solely between the Contractor and the Participating Agency

PROTEST AND APPEALS

A proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in BCC 2.805 are satisfied. The protest **must be submitted in writing** by mail, courier or hand delivery to Benton County’s County Administrator within fourteen (14) days after issuance of the notice of intent to award the contract.

County Administrator’s
Office
Attn: Rachel McEneny, Benton County Administrator
4500 SW Research Way
Corvallis, OR 97333

All letters of protest shall clearly identify the reasons and basis for the protest. Benton County’s County Administrator will issue a written disposition in a timely manner as set forth in BCC 2.805, which shall include the reason for the action taken and the process for appealing the decision. A proposer may file a written appeal with the Benton County Board of Commissioners; there are no further appeals beyond the Board of Commissioners.

CONTRACT NEGOTIATION

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. Benton County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

CONTRACT FORM

By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the **Sample Contract for Services (Exhibit 1)**. Proposer shall review the attached Contract for Services and note exceptions. Unless proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful proposer substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Any subsequent negotiated changes are subject to prior approval of the County's Legal Counsel.

BENTON COUNTY RESERVATIONS

- RFP Amendment, Cancellation and Right of Rejection.
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the Benton County website at: <https://finance.bentoncountyor.gov/requests-for-proposals/>. Benton County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. Benton County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP. Benton County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of Benton County. Where Benton County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, Benton County may hold any proposal to strict compliance with the RFP.
- Confidentiality

Benton County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. Benton County advises each proposer to consult with its own legal counsel regarding disclosure issues. If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, proposer has waived any future claim of non-disclosure of that information.

- Proposer Responsible for Incurred Costs
Benton County shall not be liable for any expenses incurred by proposer in both preparing and submitting its proposal or contract negotiation process, if any.

INSTRUCTIONS TO PROPOSERS

Proposers must submit one (1) original signed proposal. Proposals are due at the County **no later than March 21th, 4:00 pm, PST**. For hard copy submissions envelopes or packages shall be clearly marked **“Public Notices Posting Service, RFP #2325-10”** For Email submissions title subject line: **“Public Notices and Posting Services”** and label PDF attachments as **“Public Notices and Posting Services” RFP #2325-10”**

Proposal Checklist (Proposal Packet)

The proposal must include the following information to be responsive

- Cover Letter
 - Attachment 1: Proposal Form
 - Attachment 2: Question Responses
 - Proposer shall review the attached Contract for Services (Exhibit 1) and note exceptions in its proposal.
- Proposers will use the forms supplied in the “Proposal Packet” to respond to this RFP.
 - The “Proposal Packet” is available on the County’s website at <https://finance.bentoncountyor.gov/requests-for-proposals/>
 - The proposals must be typed and questions answered in the order presented.
 - Promotional materials may not be submitted with the proposals.

Attachment 1. Proposal Form

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. The Proposer is a resident bidder, as described in ORS 279A.120, of the State of , _____ and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b).
2. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
3. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
4. The Proposer acknowledges receipt of all Addenda issued under the RFP.
5. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 422000e.
6. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
7. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
8. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
9. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
10. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror 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 proposals by any 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 item number 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
6. 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.

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

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

**Attachment 2:
PROPOSAL QUESTIONS**

PRINTED NOTIFICATIONS CATEGORIES

- | | | |
|--|-------------------------------|----------|
| 1. Experience and Qualifications: | Total Points Available | 8 |
| Explain your company's Qualifications and legal standing as a newspaper of general circulation. | | |
| <i>Response:</i> | | |
| 2. Quality of public notification system: | Total Points Available | 7 |
| Explain your company's quality of proposed public notification system. | | |
| <i>Response:</i> | | |
| 3. Number of live subscriptions in the County: | Total Points Available | 7 |
| Explain demonstrated reach. | | |
| <i>Response:</i> | | |
| 4. The percentage of content: | Total Points Available | 7 |
| Percentage dedicated to local news, with an emphasis on hard news stories. | | |
| <i>Response:</i> | | |
| 5. Please describe your notification system that supports transparency and accessibility. | | 7 |
| <i>Response:</i> | | |
| 6. Fee Schedule/Rates per word: | Total Points Available | 7 |
| Provide fees and rates for services. | | |
| <i>Response:</i> | | |
| 7. Volume discount Pricing : | Total Points Available | 7 |
| <i>Response:</i> | | |

Total Points Available 50

ONLINE NOTIFICATIONS CATEGORIES

- | | | |
|---|-------------------------------|----------|
| 8. Experience and Qualifications: | Total Points Available | 8 |
| Explain your company's Qualifications and legal standing as a newspaper of general circulation. | | |
| <i>Response:</i> | | |
| 9. Quality of public notification system: | Total Points Available | 7 |
| Explain your company's quality of proposed public notification system. | | |
| <i>Response:</i> | | |
| 10. Number of live subscriptions in the County: | Total Points Available | 7 |
| Explain demonstrated reach. | | |
| <i>Response:</i> | | |
| 11. The percentage of content: | Total Points Available | 7 |
| Percentage dedicated to local news, with an emphasis on hard news stories. | | |
| <i>Response:</i> | | |
| 12. Please describe your notification system that supports transparency and accessibility. | | 7 |
| <i>Response:</i> | | |

13. Fee Schedule/Rates per word: **Total Points Available** **7**

Provide fees and rates for services.
Response:

14. Volume discount Pricing: **Total Points Available** **7**

Response:

Total Points Available 50

EXHIBIT 1

BENTON COUNTY

GOODS & SERVICES CONTRACT

This is an agreement by and between BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the goods and/or services of an individual or entity with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, this contract has been let under the RFP pursuant to Benton County Code (BCC) ch. 2, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **TERM OF CONTRACT:** This contract shall become effective upon signature, and shall terminate on June 30, 20__.

2. **SERVICES TO BE PROVIDED:** See Attachment B.

3. **PAYMENT:** \$ _____, to be paid upon completion of the services or delivery of the goods contemplated by this contract or within 30 days of receipt of invoice.

4. **ASSIGNMENT/DELEGATION:** Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

5. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor. Although COUNTY reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR 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.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System benefits from amounts paid under this contract, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

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.

6. **WARRANTY:** COUNTY has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of such warranty.

7. **INDEMNIFICATION.** CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its

12. **NONDISCRIMINATION:** 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.

13. **STATUTORY AND REGULATORY COMPLIANCE:** CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.400 to ORS 659A.406 and all regulations and administrative rules established pursuant to those laws. 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.

If required by law or Benton County, CONTRACTOR shall have or obtain pre-employment criminal record checks of staff hired to provide client services under this agreement. This check is required under ORS Chapter 181 for all purveyors of Community Mental Health Services that provide care, treatment, education, training, instruction, supervision, placement services, recreation or support to children, the elderly or persons with disabilities

14. **EXTRA (CHANGED) WORK:** Only the Department Head may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Department Head authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the County Administrator.

15. **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 it shall not employ any person having any such interest.

16. **AUDIT:** CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Benton County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify COUNTY of any independent audit report of CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the County Administrator upon request.

17. **NON APPROPRIATION:** CONTRACTOR understands and agrees that COUNTY'S payment obligation under this agreement is contingent on COUNTY receiving appropriations, limitations, or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement.

18. **GOVERNING LAW:** This contract shall be governed and construed by the laws of the State of Oregon.

19. **SEVERABILITY:** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

20. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

DATED this ____ day of _____, 202__.

CONTRACTOR

BENTON COUNTY

Date: _____

_____, Director
Date: _____

Reviewed as to form:

County Counsel

AFFIDAVIT

CONTRACTOR declares that it 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

Attachment A – 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, PO Box 964, Corvallis OR 97339. Certificates of Insurance can be emailed to the Benton County Financial Services office at: bccontracts@bentoncountyor.gov

**ATTACHMENT B
SCOPE OF WORK**

[RESERVED FOR NEGOTIATION]