

BENTON COUNTY REQUEST FOR PROPOSALS #2325-13

HVAC Replacement Project

**4185 SW Research Way
Corvallis, Oregon 97333**



**Benton
County**
OREGON

Benton County Board of Commissioners

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April 9, 2024

**BENTON COUNTY, OREGON
 REQUEST FOR PROPOSALS #2325-13
 HVAC Replacement Project
 4185 SW Research Way
 Corvallis, Oregon 97333**

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REFERENCE DOCUMENTS ON COUNTY WEBSITE:
<https://finance.bentoncountyor.gov/requests-for-proposals/>

**BENTON COUNTY, OREGON
REQUEST FOR PROPOSAL**

HVAC Replacement Project

**4185 SW Research Way
Corvallis, Oregon 97333**

SECTION I. – ADVERTISEMENT FOR PROPOSALS

Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified General Contractors (GC), HVAC Contractors for the turnkey Replacement of six (6) outdated HVAC units located at 4185 Research Way, Corvallis, Oregon (Project).

The general scope of work includes: the turnkey replacement of six (6) HVAC units, evaluating twenty-four (24) VAV boxes, four (4) bypass dampers and installing a BAC NET capable building control system.

The RFP will allow Benton County to select and retain a GC or HVAC contractor (Contractor) to perform duties as required. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

Any savings the construction contractor realizes in performing the public improvement contract will accrue to the County, unless the public improvement contract provides otherwise.

The Request for Proposal and available building floor plans 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. and 5:00 P.M.

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@co.benton.or.us or at 541-766-3521. To be added to the Interested Respondent's list or for questions regarding the procurement process, contact Amelia Miller amelia.miller@bentoncountyor.gov, or at 541-766-6602.

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.

A Mandatory Pre-Bid meeting will be held on April 17, 2024 at 9:30 A.M. at the Benton County Public Works office, 360 Avery Ave, Corvallis OR 97333, in the Upper Conference Room with site walk thru to follow.

RFP responses shall be sealed and marked plainly as HVAC Replacement 4185 Research Way, and submitted to Benton County Public Works, Attention: Amelia Miller, Administrative Specialist, 360 SW Avery Avenue, Corvallis, Oregon 97333, by 4:00 PM. local time on April 25, 2025.

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: April 9, 2024

By: Gary Stockhoff, Director of Public Works

Publish: Daily Journal of Commerce: April 10, 2024

Corvallis Gazette-Times: April 9, 2024

SECTION II. – BACKGROUND AND INFORMATION

A. Background Information:

Benton County has purchased a 15,000 square foot building located at 4185 SW Research Way for the operations of our Childrens and Family behavioral health program. The due diligence and building inspection identified that the HVAC system is at or past its useful life span. Subsequent inspections have shown the RTUs to be failed or failing.

Benton County will initially occupy about 50% of the site with two tenants remaining. We are assuming there have been limited HVAC modifications for tenant use. The contractor will be required to field verify the existing HVAC prints, 4185 Mechanical Plan Notes.

No assessment has been made regarding the condition of the VAV or bypass dampers. Based on the found conditions, Benton County will address deficiencies thru a change order or separate contract, dependent on the required scope.

Benton County currently uses RC Studios for building/HVAC Monitoring. Any BAC NET control system that can be incorporated into that software will be acceptable. Owner will contract separately for software incorporation.

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.

B. Information

Benton County is requesting submission of proposals from a contractor for the turnkey replacement of an outdated and failing HVAC system for an office building located at 4185 Research Way, Corvallis OR. The objective of this Request for Proposal (RFP) is to source a contractor and invite those that meet the range of qualifications to lead and manage the replacement project. The project consists of the turnkey replacement of six (6) HVAC units, evaluating twenty-four (24) VAV boxes, four (4) bypass dampers and installing a bac net capable building control system.

Scope:

The contractor shall remove existing units and replace in kind the existing roof top gas package rooftop units see 4185 Mechanical Plan Notes. This replacement will include thru trade or sub-contractor, Gas Pack HVAC replacements, curbs, curb adapters, flashings, roofing repairs, electrical connections, natural gas connections and duct smoke detector connections to the building's fire panel.

All removed/demolished equipment becomes property of the contractor and shall be removed from site and disposed of in accordance with Federal, State and local laws. All recycling

proceeds are waived by owner and conferred to contractor.

The contractor shall evaluate the operation of twenty-four (24) VAV and four (4) bypass dampers, make recommendations to the owner for repairs or replacements as necessary. Repairs or replacement of the air valve system will be thru a separate contract.

The contractor shall propose and install a building control system to remotely monitor and control the HVAC system. The control system shall be BAC NET capable and provide industry standard control points.

The contractor shall assist Benton County in providing information and assistance to the Energy Trust of Oregon for any rebates available for this project.

C. County Representatives

Information may be obtained from Benton County Public Works representatives:

Paul Wallsinger, Project Manager

Amelia Miller, Project Administrator

Phone: 541-766-3521 Cell: 616-843-5513

Phone: 541-766-6602

E-mail: paul.wallsinger@bentoncountyor.gov

e-mail: amelia.miller@bentoncountyor.gov

SECTION III. – SELECTION & EVALUATION CRITERIA

A. Selection Process

Beginning with responses to this solicitation, a selection procedure will be used to evaluate the qualifications of interested contractors to provide services to the 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.

B. Selection Review Committee

The Selection Review Committee will be comprised of members of County staff including Project Manager, and other key stakeholders. 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 construction management 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.

C. Response Requirements and Evaluation Criteria

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

Section 1. Introductory Letter & Proof of Licensure (Pass/Fail)

- This letter shall specifically stipulate that the Contractor accepts all terms and conditions contained in the RFP and supporting documents.
- The letter should provide general information relative to the firm: i.e. name, address, telephone, fax, contact email, owners of firm, and their Oregon Construction Contractors license number.
- The introductory letter should name the person(s) authorized to represent the Respondent in negotiations and the name of the person(s) authorized to sign any contract that may result.
- Contractor shall submit proof that they have a current, active license for HVAC projects in the State of Oregon.

Section 2. Key Personnel Qualifications 20 Points

- Describe the positions you would identify as “key personnel”, management and supervisory personnel for this project and the amount of time they will be on site during the duration of the project.
- Identify your proposed key personnel and their specific experience with renovations of similar nature, using specific examples and include their role and responsibilities in the project.
- Describe their success with other projects with similar requirements and schedules.

Section 3. Experience with Similar Projects 20 Points

- Describe your firm’s experience in the past 5 years with similar projects in size and complexity.
- Describe your firm's success in constructing projects with similar requirements.
- Identify in the past 5 years which project(s) you feel to be the closest to this project in terms of size and complexity, and include information about the size, construction type, the client, building use, construction budget, number of change orders, number of claims, and project timeline/completion date.

Section 4. Scheduling 15 Points

- Propose a rough schedule no more than one page (fold out is optional), for this project.

Section 5. Budget 10 Points

- Provide an estimate for the project with equipment and labor costs separated.

Section 6. Project outline 20 Points

- If awarded the project, describe your firms approach to managing this project. Please include any sub-contractors that may be necessary to the project and your firms relationship with those subcontractors.

Section 7. References 10 Points

- Provide references on similar projects completed in the last 5 years. Include names, addresses, and phone numbers for at least 2 references from 3 groups (Architect/Engineer, Owner, and Contractor/Subcontractor) totaling 6 references. 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.

Section 08. Adequate Insurance (Pass/Fail)

Provide proof of insurance as evidence of the insurance currently in place for your firm. Include information on compliance with all insurance conditions as required by the County for this Project. See Exhibit D.

Section 09. Appropriate Resources 5 Points

- Describe the material and equipment resources your firm has available to complete the project or estimated timelines for accruing equipment and material.

Section 10. Self-Performed Work 5 Points

- Describe the firm’s ability to self-perform work as it relates to this project

Section 11. Proof of Residency for Bidding Pass/Fail

- In accordance with ORS 279A.120, preference will be given to GC who demonstrates proof of the Oregon residency. 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” under this paragraph.

EVALUATION CRITERIA SCORE

Section 1 - Introductory Letter & Proof of Licensure	(Pass/Fail)
Section 2 - Key Personnel Qualifications	15
Section 3 - Experience with Similar Projects	20
Section 4 - Scheduling	15
Section 5 - Budget	25
Section 6 – Project outline	5
Section 7 – References	5
Section 8 - Adequate Insurance	(Pass/Fail)
Section 9 - Appropriate Resources	5
Section 10 – Preform Self Work	5
Section 11 – Proof of Residency for Bidding	5

D. 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 25 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 of the response evaluations are completed, the Selection Review Committee will select the 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.

E. 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 contractors with established experience interested in providing services for the proposed project renovation. The selection process consists of the following steps summarized below:

A. Construction Management Contract Award.

The County will award an Equipment Repair & Maintenance Contract to the best qualified bidder from the RFP process.

B. 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 April 9, 2024
Mandatory Pre-Bid Meeting	Wednesday April 17, 2024
Last day for Questions	Tuesday April 23, 2024.
Last Day for Addendum 1 Release (if applicable)	Wednesday April 24, 2024
Bid Due Date	Thursday April 25, 2024
Notice of Intent to Award	Thursday May 2, 2024
County Contract Award	TBD
Notice of Award	TBD

A Mandatory Pre-Bid meeting will be held on Tuesday April 17, 9:30 A.M. at 4185 SW Research Way, Corvallis OR. 97333, in the lower lobby.

C. 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.

1. 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.
2. 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.
3. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 May 7, 2024**, 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 HVAC Replacement, and submitted to Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **4:00 p.m. April 25, 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 (8) 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 straight forward, 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 |
| <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"/> Adequate Insurance | |
| <input type="checkbox"/> Appropriate Resources | |
| <input type="checkbox"/> Subcontractor Management | |
| <input type="checkbox"/> Self-Performed Work | |

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
 1. 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 emailed to Public Works, facilitiespayables@bentoncountyor.gov

Contractor’s Acceptance: _____

Completed at County by: Vance M. Croney

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 – CONTRACT EXAMPLE

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 small or intermediate procurement, RFP or sole source processes 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 officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. INSURANCE: CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY as provided in Attachment A. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail or email, receipt requested. Notices sent by mail should be addressed as follows:

COUNTY: Benton County DEPARTMENT
Department Head
ADDRESS
Corvallis, OR 973XX

_____ Email Address

CONTRACTOR: _____

Bills, invoices and payments sent by mail to COUNTY should be addressed as follows:

DEPARTMENT/DIVISION
ADDRESS
Corvallis, OR 973XX

_____ Email Address

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. **TERMINATION:** At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to CONTRACTOR. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to payment for all services satisfactorily rendered and expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the agreement by CONTRACTOR.

11. **OWNERSHIP OF WORK PRODUCT:** COUNTY shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract ("the work products"). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants COUNTY a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to COUNTY or produced by CONTRACTOR under this contract.

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: _____

Department Head
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 97330 . Certificates of Insurance can be faxed to 541-766- [REDACTED] or emailed to [REDACTED]

EXHIBIT H – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME & NUMBER: RFP #2325-13 4185 SW RESEARCH WAY HVAC REPLACEMENT PROJECT

BID SUBMITTAL DEADLINE: 4:00PM DATE: APRIL 25, 2024

DISCLOSURE FORM SUBMITTAL DEADLINE: 4:30PM DATE: APRIL 25, 2024

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: _____