# REQUEST FOR PROPOSALS NAPE BLEACHER PURCHASE 110 SW 53<sup>rd</sup> Street

**CORVALLIS, OREGON** 



## **Benton County Board of Commissioners**

Xanthippe Augerot, Commissioner Nancy Wyse, Commissioner Pat Malone, Commissioner

# BENTON COUNTY, OREGON REQUEST FOR PROPOSALS NAPE BLEACHER PURCHASE 110 SW 53<sup>rd</sup> Street CORVALLIS, OREGON

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

SAMPLE GOODS AND SERVICES CONTRACT

# BENTON COUNTY, OREGON REQUEST FOR PROPOSAL

# NAPE BLEACHER PURCHASE 110 SW 53<sup>rd</sup> Street CORVALLIS, OREGON

#### SECTION I. – ADVERTISEMENT FOR PROPOSALS

#### **Advertisement for Proposals**

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified vendors to provide new, towable bleachers for Natural Areas Parks and Events (NAPE) department located at 110 SW 53<sup>rd</sup> Street, Corvallis, Oregon (Project) before the 2024 Benton County Fair (July 31<sup>st</sup> – August 3<sup>rd</sup>, 2024).

The general scope of work includes: delivering towable bleachers meeting the specifications outlined in the proposal documents to the Benton County Fairgrounds located at 110 SW 53<sup>rd</sup> Street, Corvallis, OR 97333 on or before July 24<sup>th</sup>, 2024.

The objective is to find a vendor who can provide a product matching the specifications provided by Benton County NAPE Department by the date indicated in these documents at a competitive price.

The RFP will allow Benton County to select a manufacturer, seller, or vendor who can meet the requirements set within this RFP. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

The Request for Proposal and any additional documentation may be downloaded from the Benton County website at <a href="https://finance.bentoncountyor.gov/requests-for-proposals/">https://finance.bentoncountyor.gov/requests-for-proposals/</a> or a printed copy can be requested at actual cost by contacting Benton County NAPE, 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 NAPE 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: Shane Galloway, Project Manager, at <a href="mailto:Shane.Galloway@bentoncountyor.gov">Shane.Galloway@bentoncountyor.gov</a> or at 541-760-3741.

RFP responses shall be sealed and marked plainly as NAPE Bleacher Purchase, and submitted to Benton County NAPE Department, Attention: Shane Galloway, Project Manager, 360 SW Avery Avenue, Corvallis, Oregon 97333, by 2:00p.m. local time on Tuesday, April 30<sup>th</sup>, 2024

Proposals received after this date will not be accepted and will be returned unopened. Faxed or email proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals.

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 18, 2024 By: Jesse Ott, Interrim NAPE Director

Publish: Daily Journal of Commerce: April 22<sup>nd</sup>, 2024

## SECTION II. – BACKGROUND AND INFORMATION

#### A. Introduction

Benton County Natural Areas Parks and Events (NAPE) is requesting submission of proposals from a qualified vendor in order to purchase new bleachers for the Benton County Fairgrounds located at 110 SW 53<sup>rd</sup> Street in Corvallis OR. The objective of this Request for Proposal (RFP) is to source a vendor who can provide bleachers meeting the specifications detailed in this RFP solicitation document and deliver the product in time for use by the 2024 Benton County Fair.

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

#### **B.** Background Information:

The Benton County Natural Areas and Parks Department serves the interests and pursuits of Benton County residents by providing access to natural, historic, and recreational areas and conserving, restoring, and developing parkland investments.

The Benton County Fairgrounds is a county government department which manages the operations of the Event Center and produces the annual Benton County Fair & Rodeo. Located in Corvallis, Oregon, the facility is just minutes away from downtown Corvallis and the OSU campus.

Covering 29 acres, the Event Center offers facilities for public or private rental and operates the Benton Oaks RV Park. The Event Center plays host to many of the community's favorite annual events, including the Benton County Fair and Rodeo, da Vinci Days and the Pastega Christmas Light Display.

#### C. County Representatives

Information may be obtained from Benton County NAPE representatives:

Shane Galloway, Project Manager Other: Jesse Ott, INTERIM NAPE Director

Phone: 541-766-6205 Phone: 541-766-6002

e-mail: <a href="mailto:shane.galloway@bentoncountyor.gov">shane.galloway@bentoncountyor.gov</a> e-mail: <a href="mailto:jesse.ott@Bentoncountyor.gov">jesse.ott@Bentoncountyor.gov</a>

# 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 to provide new bleachers to Benton County NAPE 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 on time and within budget in a 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 the Project Manager. 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 project and believed to best meet the County's expectations for providing the highest quality of product 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, and owners of firm.
- 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.

#### Section 2. Product Specifications 20 Points

- Describe your product in detail and indicate whether or not it can closely match or meet the specifications listed below:
  - 1. 300 (or more) seating capacity bleachers
    - a. 10 rows of seating.
    - b. ~45 feet long.
    - c. Aluminum with Steel frame.
    - d. Towable (Pintol hitch).
    - e. Foldable.
    - f. Quantity of two (2).
  - 2. 100 (or more) seating capacity bleachers
    - a. 7 rows of seating.
    - b. ~27 feet long.
    - c. Aluminum with Steel frame.
    - d. Towable (Pintol hitch).
    - e. Foldable.
    - f. Quantity of one (1).
  - 3. Additional features desired by Benton County NAPE:
    - a. Guard rails (on back and down both sides).
    - b. Brake system for towing, including safety chains and emergency break-away system.
    - c. Leveling/stabilizing jacks.
    - d. Quality suspension for easy towing.
    - e. Tires with appropriate load range for towing bleachers of the sizes indicated.
    - f. Electrical towing system meeting DOT requirements.
    - g. Easy operator use for set-up take down. Ideal bleachers will be able to be set up by one person.
    - h. Wheelchair cut-outs.
    - i. Include weight of each unit in your response.
    - j. Include whether or not on-site training or demonstration is available upon delivery to NAPE staff for set-up/take down.

#### Section 3. Scheduling & Delivery 15 Points

- Propose a rough schedule no more than one page for this project, from order to manufacture of product, to shipping and delivery timeframes.
- Address whether or not the products can be produced and delivered to the Benton County Fairgrounds no later than end of day, Wednesday, July 24, 2024.

#### Section 4. Budget 10 Points

- Provide an estimate of total costs, including shipping, for this project.
  - If expedited shipping is an option, please include an option showing the costs for this service.

#### Section 5. References 10 Points

Provide references on similar projects/products completed in the last 5 years. Include names, addresses, and phone numbers for at least four (4) groups, totaling four (4) 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 6. 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 7. Proof of Residency for Bidding Pass/Fail

In accordance with ORS 279A.120, preference will be given to a firm 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	(Pass/Fail)
Section 2 – Product Specifications	20
Section 3 – Scheduling & Delivery	15
Section 4 - Budget	20
Section 5 – References	5
Section 6 - Adequate Insurance	(Pass/Fail)
Section 7 – Proof of Residency for Bidding	(Pass/Fail)

#### 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 (if needed) with references and others.

Each criterion has been assigned a weight between 0 and 20 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 firm 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 project 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 (RFP) from firms. The selection process consists of the following steps summarized below:

#### A. Purchasing Contract Award.

The County will award a Goods and Services 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 firms 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**

Notice of Award

Provide Bid Documents to Contractors
Last day for Questions
Last Day for Addendum 1 Release (if applicable)
Bid Due Date
Notice of Intent to Award
County Contract Award

Monday, April 22<sup>nd</sup>, 2024 Thursday, April 25<sup>th</sup>, 2024 at 2:00pm Thursday, April 25<sup>th</sup>, 2024 end of day Tuesday, April 30<sup>th</sup>, 2024 at 4:00pm Monday, May 6<sup>th</sup>, 2024

TBD TBD

#### 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 NAPE. The request must specify the provisions of the RFP in question and contain and 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 <a href="https://finance.bentoncountyor.gov/requests-for-proposals/">https://finance.bentoncountyor.gov/requests-for-proposals/</a>. 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, if applicable.
- 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 Project 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 Project 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.
- 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 <u>Tuesday May 14th, 2024, at 4:00 p.m.</u> local time at the Benton County NAPE, 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 NAPE BLEACHER PURCHASE, and submitted to Jesse Ott, INTERIM Director, Benton County NAPE, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by 4:00 p.m. local time on Tuesday, April 30th, 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 one (1) copy 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 labeled USB drive in non-editable, Adobe format.

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

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

All RFPs must include the following submittals to be considered; as described in <u>Section III.</u> C. Response Requirements and Evaluation Criteria)

☐ Introductory Letter	Representations and
☐ Scheduling & Delivery Date	Certifications Regarding Debarment,
Product Specifications	Suspension and Other Responsibility
References	Matters (Exhibit C)
Adequate Insurance	Certification of Insurance
Appropriate Resources	Requirement (Exhibit D)
☐ Non-Collusion and Conflict of	References (Exhibit E)
Interest Certification (Exhibit A)	Signed Addenda (if applicable)
Certification Statement for	
Corporations or Independent	
Contractors (Exhibit B)	

## **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 measureable to determine that all conditions and acceptable performance are met.

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.

<u>Discrimination</u> 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.

· 1	f explanation disclosing the potential conflict or relationship.
Disadvantaged, Minority, Emerging Small Busin	iness (DMESB) (check box that applies):  Yes No
Signature Block	
The Respondent hereby certifies that the informatic complete, and current.	on contained in these certifications and representations is accurate
Respondent's Name	Telephone Number
Mailing Address, City, State, Zip	Tax Id Number/Social Security Number
Facsimile Number	Email Address
Signature	Date

# $\frac{\textbf{EXHIBIT B} - \textbf{CERTIFICATION STATEMENT FOR CORPORATION OR}{\underline{\textbf{INDEPENDENT CONTRACTOR}}$

		tor is a Corporation, Limited Liability Company, or a Partnership
I	certify u	under penalty of perjury that Contractor is a (check one):
Co	rporatio	n   Limited Liability Company   Partnership   Nonprofit Corporation authorized to do business in the State of Oregon
_		Title:
Date:		
B. Co	ontrac	tor is a Sole Proprietor Working as an Independent Contractor
C	Contracto	or certifies under penalty of perjury, that the following statements are true:
1.	ORS	ntractor is providing services under this Contract for which registration is required under Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), ractor has registered as required by law.
2.	Contractor is free to determine and exercise control over the means and manner of providing 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.		ractor is customarily engaged in providing services as an independent business. Contractor is marily engaged as an independent contractor if at least three of the following statements are
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.
Contra	actor Sig	gnature:
		Date:

# EXHIBIT C - REPRESENTATIONS AND CERTIFICATION REGARDING <u>DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY</u> 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, of 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.

Phone:	_Email:
Contact Person for this Procurement:	
Print Name and Title	
Signature: Date:	
SIGNATURE OF AUTHORIZED PERSON: (Notarization is not required)	
ATTESTATION:	

# **EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS**

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

X Workers' Compensation insurance in compliance with ORS 656 provide workers' compensation coverage in accordance with ORS Chap Board) for all subject workers. Contractor and all subcontractors of Contract this insurance unless exempt under ORS 656.027. Employer's Liability than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED claims to be exempt, Contractor must indicate exemption within their reasons for exemption, see ORS 656.027. Out-of-state Contractors with o relation to this contract must have Workers' Compensation coverage from they must obtain Oregon specific Workers' Compensation coverage ORS	oter 656 or CCB (Construction Contractors actor with one or more employees must have Insurance with coverage limits of not less. If Contractor does not have coverage, and Bid/Proposal submittal letter with qualified ne or more employees working in Oregon in n a state with extraterritorial reciprocity, or
<b>Professional Liability</b> insurance covering any damages caused by en	or omission or any negligent acts of the
Contractor, its subcontractors, agents, officers, or employees' performa	nce under this Contract. Combined single
limit per occurrence shall not be less than \$2,000,000. Annual aggreg	
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	
Combined single limit shall not be less than \$2,000,000 per occurrence and annual aggregate limit for each shall not be less than \$2,000,000 with Automobile Liability Insurance (with separate limits). Annual aggregate limits box is checked, the limits shall be \$1,000,000 per occurrence.	O. Coverage may be written in combination egate must be on a "per project basis".  ce and \$2,000,000 in annual aggregate.
If this box is checked, the limits shall be \$5,000,000 per occurren	ce and \$5,000,000 in annual aggregate.
X Required by County Not Required by County	
Automobile Liability covering all owned, non-owned, or hired vehicles may be written in combination with the Commercial General Liability I 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	
X Required by County Not Required by County	
Property of Others in Transit (Cargo) covering all County owned prop Limit per occurrence shall not be less than \$100,000.	erty / equipment being hauled by contractor.
X 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 NAPE 360 SW Avery Ave, Corvallis OR 97333.

Certificates of Insurance can be e-mailed to Benton County Contracts at BCContracts@bentoncountyor.gov

Contractor's Acceptance: see signature page Completed at County by: <u>Vance M. Croney</u>

# **EXHIBIT E – REFERENCES**

Respondent Name:		
Provide at least six (6) references with telephone numable to verify the quality of your previous work in the needed.	nbers and e-mail addresses. References must be e proposed area of work. Add additional pages as	
REFERENCE		
Organization Name	Telephone	
Contact Person	E-Mail	
Mailing Address	Contract Term	
Contact Person	E-Mail	
Project Description		

#### **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 Natural Areas Events Department Jesse Ott, Interim Director 360 Avery Ave. Corvallis, OR 97333	s, Parks and _Email Address
CONTRACTOR:		

Contract No.	

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

Benton County Financial	Services
P.O. Box 964	
Corvallis, OR 97339	
,	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

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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.

Contract No.			

DATED this day of	, 202
CONTRACTOR	BENTON COUNTY
Date:	Director, Natural Areas, Parks and Events Date:
	Reviewed as to form:
	County Counsel
A	FFIDAVIT
CONTRACTOR declares that employ any individuals for work unde is in force.	it does not currently employ, and will not er this contract during the term this contrac
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.  X 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.
X 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.
X 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.
X 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: \_\_\_\_\_\_\_, Corvallis OR 97330 . Certificates of

Insurance can be faxed to 541-766	or emailed to	