LANE COUNTY, OREGON

Public Works Department
Lane Events Center Division

REQUEST FOR QUALIFICATIONS

FACILITY CONDITION ASSESSMENT

Contract FY16-17-LEC01

PROPOSALS DUE:

5:00 P.M. local time
Monday, August 22, 2016
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SAMPLE CONTRACT DOCUMENTS

INSURANCE COVERAGES REQUIRED
1.0 INVITATION

The Lane County Public Works Department seeks Statements of Qualifications from qualified firms for the development of a Facility Condition Assessment for buildings and infrastructure at the Lane County Lane Events Center. Based upon the responses received to this Request for Qualifications (RFQ), the County intends to employ a consulting firm to evaluate the physical condition of existing Event Center facilities, develop and prioritize options, prepare final documents, and present recommendations to several internal committees and the Board of County Commissioners.

Briefly, the work requested in this RFQ is for developing a Facility Condition Assessment and Plan for buildings and infrastructure at the Lane Events Center that will guide the Public Works Department and Board of County Commissioners in producing a master plan for the County Lane Events Center. A separate Market Demand Assessment will also be conducted and utilized to develop the master plan.

Interested respondents must submit the information called for in Section 5.0 of this RFQ to Tanya Heaton, Public Works Budget & Finance Manager, at the email address stated below, which must be received no later than 5:00 p.m., local time, August 22, 2016.

To be considered, responses must be submitted electronically in accordance with these instructions:

1. Responses must be submitted as an attachment to an email, submitted to: tanya.heaton@co.lane.or.us
2. The subject line of the email must clearly identify the submittal as a response to this RFQ for Lane Events Center Facilities Condition Assessment.
3. The response document must be submitted in PDF format only.
4. Responses must not include .zip files, or be more than 30MB in size.

All responses must be received by 5 p.m., local time, August 22, 2016.

Interested parties may download a complete set of RFQ documents from the Lane County County-Wide Bid Page at: http://www.lanecounty.org/bids.

The County may issue an addendum to modify or add to the terms of the RFQ, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than 72 hours prior to the deadline for receipt of statements, and available on the County-Wide Bid Page or from the person identified above for receipt of statements of qualifications. Each respondent to this RFQ is responsible to verify for itself if any addendum has been issued prior to submission of its statement; the County is not responsible to notify individual prospective respondents of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the statements submitted received and will become part of any resulting contract.

The County may reject any statement not in compliance with all prescribed proposal procedures, requirements, rules, or laws, and may reject for good cause any and all statements upon the County's finding that it is in the public interest to do so.

2.0 OVERVIEW

Lane County Public Works is soliciting professional services to conduct a comprehensive and detailed assessment and analysis of the facilities, grounds, and miscellaneous structures on the Lane Events Center campus including developing an asset inventory, identification of current facility condition deficiencies, recommendations for correcting deficiencies, cost estimates for repairs and or upgrades, and
a forecast for future capital renewal cost.

The Lane Events Center operates within a 55-acre site within the City of Eugene and is served by direct public transportation access as well as bicycles and pedestrian traffic. The Lane Events Center hosts approximately 1000 event days including the Lane County Fair and welcomes over 750,000 visitors each year. The operations and capital investments are primarily financed by rentals, production of the Lane County Fair, and excess Transient Room Tax.

In addition to the annual Lane County Fair, facilities are also provided for various entertainment events, meetings, festivals, catered functions, exhibits, and business opportunities year round. Livestock events and facilities are available during the dry weather period. The Lane Events Center also operates a regional exhibition/convention facility; an arena which is currently restricted to ice related events only including skating and hockey; and an indoor sports facility which provides venues for basketball and volleyball.

The project objectives are:

- To develop an inventory of building systems, equipment, and infrastructure assets at the Lane Events Center.
- To calculate the costs for all identified projects, utilizing an agreed upon published construction and remodeling cost estimating data and format.
- To rank and prioritize all projects by priority and anticipated life cycle.
- To provide a prioritized plan to strategically and efficiently reduce the current backlog of deferred maintenance.
- To enhance facility planning capabilities and compare conditions between buildings by addressing the highest priority needs and future needs.
- Make recommendations where noted for improving facilities with the goal of increasing market demand.
- To provide a long term tool (software worksheet/workbook) for the county to use to modify and update data after the completion of the project.

The information developed during the facility condition assessment will be used by various employees and committees within the County to develop budgets, strategic plans, and a master plan for the Lane Events Center.

3.0 SCOPE OF SERVICES

The scope of services requested in this RFQ is for a Facility Condition Assessment by qualified architectural and engineering professionals for the 55 acre event, fair, entertainment, and convention facility operated through the Lane County Lane Events Center with eight buildings and supporting facilities. The assessment shall include a comprehensive inspection of all building system components to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action.

Buildings on the Lane Events Center campus include:

- Administration
- Arena (currently used as ice arena)
- Auditorium
- Events Center
- Exposition Halls (six attached buildings)
- Horse Barn
• Livestock Arena
• Wheeler Pavilion

The specific RFQ elements are detailed below:

**On-site Assessment:** Evaluate the existing construction, structural, and mechanical, electrical and plumbing (MEP) with an analysis of such problems that might exist in the buildings that shall require long or short-term attention. The primary goal of the on-site assessment is to identify all maintenance, repair and replacement requirements. In addition, recommended upgrades and improvements where applicable will be identified.

• Inventory all maintainable equipment within each building and collect the following information to be inputted into a structured spreadsheet:

  **Equipment**
  - Boilers
  - Chillers
  - Cooling Towers
  - Air Handling Units
  - Ducts
  - Package HVAC Unit Condenser Units
  - Major Exhaust Equipment
  - Hot Water Heaters
  - Electrical Service Equipment
  - Fire Alarms
  - Compressors
  - Major Exhaust Equipment
  - Elevators
  - Commercial Overhead Doors

  **Equipment Data**
  - Equipment type
  - Model number
  - Service Type
  - Location
  - Serial number
  - Capacity
  - Function and area served
  - Installation date
  - Interval
  - Manufacturer

• The on-site assessment will include entering accessible crawl spaces, and attic spaces. Crawl spaces and attic spaces which have suspected environmental hazards will not be entered until the type of contamination has been identified or abated under a separate contract. Information regarding areas of known contamination will be provided to the contractor at the commencement of the on-site assessment or as it becomes available.

• If the visual inspection of a component indicates the need for an in-depth study, analysis, or specialized inspection, the cost of the recommended specialized inspection will be included in the report. However, the performance of such inspections will not be included in this scope of work.

• The assessment should be structured and include all necessary information to assign an industry standard building system classification.

• The facility condition assessment will focus on the following property elements:
  - Substructure – foundations, basements, tunnels
  - Exterior Systems - roofs, walls, window systems, doors, ceilings and ceiling systems
  - Interior Construction - walls, doors, flooring, visible structural components
  - Interior Finishes: Flooring, ceiling, wall finishes
  - Health/Fire/Life Safety systems, emergency egress lighting
  - Handicap Accessibility - ADA requirements
  - Heating, Ventilation, and Air Conditioning
  - Plumbing Systems
  - Building Electrical and Service Distribution
  - Campus Electrical and Service Distribution
  - Fire Suppression
  - Special Electrical Systems and Emergency Power
  - Elevators
  - Roadways, parking lots, sidewalks, exterior lighting
  - Water (not irrigation), sanitary and storm sewers
Analysis of Facility Condition Assessment Information: Evaluate the information generated from the condition assessment data to determine trends and comparisons.

The contractor will provide an expanded evaluation and analysis providing projections and analyses for the following areas:

- Deficiency costs summarized by building system for the campus.
- Deficiency costs summarized by Priority for all buildings.
- Deficiency costs summarized by Category type for all buildings.
- Calculation of the Facility Condition Index (FCI) for each building.
- Multi-year annual expenditure forecast for each building.

The contractor will utilize life cycle analysis to develop component renewal costs. A facility’s useful life is limited by the durability of its systems, and generally does not fail as a whole but as individual components or systems. Building components will be evaluated based on their individual life cycles, determined by an evaluation of the age and condition. The renewal cost for the components will be computed and identified by renewal year. The contractor will report the life cycle costs at the component-level, and building-level, and will provide a grand total for the Lane Events Center’s entire portfolio.

Each deficiency and project shall include the following decision making classifications, prioritizing each action according to its criticality and classification type:

DEFICIENCY PRIORITIES
Each deficiency identified in the field assessment shall be prioritized in the following manner:

- **Priority 1 Currently Critical**
  Conditions in this category require immediate action to:
  - Correct a cited safety hazard
  - Stop accelerated deterioration
  - Return a facility to operation

- **Priority 2 Potentially Critical**
  Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:
  - (a) intermittent operations
  - (b) rapid deterioration
  - (c) potential life safety hazards

- **Priority 3 Necessary - Not yet critical**
  Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

- **Priority 4 Recommended**
  Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

- **Priority 5 Appearance**
  Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

- **Priority 6 Does Not Meet Current Codes/Standards - “Grandfathered”**
  Conditions in this category include items that do not conform to existing codes, but are “grandfathered” in their condition. No action is required at this time, but should substantial work
be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

**DEFICIENCY CATEGORIES**

Each deficiency identified in the field assessment shall be classified in the following manner:

- **Category 1 - Scheduled Maintenance**
  Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

- **Category 2 - Deferred Maintenance**
  Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

- **Category 3 - Capital Renewal**
  Planned replacement of building systems that have reached the end of their useful life.

- **Category 4 - Energy & Sustainability**
  When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

- **Category 5 - Security**
  When a system requires replacement due to a security risk or requirement.

- The contractor shall develop an expenditure plan, which is a schedule of all deficiencies and actions required to maintain and repair facilities, including projects developed during the analysis of facility condition information, unconstrained by available funding limitations.

- The contractor shall develop a Capital Reserve Cost Estimate Table based on a replacement reserve analysis that includes anticipated replacement for major component items typically defined as predictable and in some instances to be recurring within a ten to twenty year future period. Items anticipated to be less than approximately $5,000 to repair or replace are generally considered to be part of routine maintenance and are generally omitted from the Replacement Reserve.

- The contractor’s analysis will include the calculation of the facility condition index (FCI) for each building in the Lane Events Center’s portfolio. An FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, and repair and replacement cost) to the current replacement value.

**Facility Condition Assessment Report:** Using the data collected during the on-site facility condition assessment and analysis phase, the contractor will provide a comprehensive narrative report with a separate report for each facility. Reports will be submitted in accordance with the schedule, or as agreed upon during contract negotiations.

The condition assessment report package will contain the following components:

1. **Executive Summary**
   - Deficiency costs summarized by building system across all facilities.
   - Deficiency costs summarized by Priority across all facilities.
   - Deficiency costs summarized by Category type across all facilities.
   - Calculation of the Facility Condition Index (FCI) for each facility
   - Multi-year annual expenditure forecast for each facility.

2. **Asset Description and Condition**
   A detailed description of building assets and equipment, detailing the observed condition and deficiencies, noting deficiency causes and providing recommendations to correct the deficiency.

3. **Asset Inventory**
   A list of the information provided and collected for each asset, such as equipment type,
manufacturer, model number, serial number, capacity, and year installed.

4.0 Photographs
Provide digital photographs for each facility and piece of equipment inventoried. Exterior photographs will be used for building identification and documentation of structural problems, major site deficiencies, or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.

5.0 Expenditure Forecast
A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

4.0 EVALUATION AND SELECTION

Statements of Qualifications will be evaluated by County staff. A recommendation for selection may be made on the basis of the Statements of Qualifications, or the County may, at its discretion, elect to interview one or more respondents prior to making a recommendation. The County will make the contract award based on the statements of qualifications received to the respondent that the County believes will provide the greatest value to the County, on the basis of qualifications, experience, resources, proposed services, proposers’ past record of performance for the County, price and other factors identified in the RFQ, as well as responses received from references, and interviews and follow-up questions, if any.

Each response will be evaluated by the evaluation committee on the basis of how it corresponds to the factors, information, and requirements included in the RFQ. Based upon the evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more respondents. Interviews may include a presentation by the proposer and questions regarding the services to be provided.

5.0 CONTACT INFORMATION

All questions regarding this RFQ must be directed to:

Tanya Heaton
Budget & Finance Manager
Lane County Public Works
3050 N. Delta Hwy.
Eugene, OR 97408
541.682.6925
tanya.heaton@co.lane.or.us

6.0 REQUIRED INFORMATION FOR STATEMENTS OF QUALIFICATIONS

The submitted written proposal must respond to each of the following required elements in the order in which they are listed below. Proposals are to be prepared 8 ½” x 11”inch format, double-sided, with typeface/font no smaller than eleven 11 point. Each page must be numbered in sequence and the proposal in its entirety may not exceed 20 pages, not including the: (a) cover page, (b) table of contents, (c) evidence of licensure, certification, and training, and (d) project examples.

1. Complete and include the attached Respondent's Statements and Certifications Form.
2. State whether the firm is licensed to do business in the State of Oregon.

3. Provide a brief overview of your organization. Include number of years providing Facility Condition Assessments and the types and sizes of the facilities.

4. Provide an overview of your ability to provide professional services related to facility assessments, building conditions, and facility plans for a facility with multiple buildings and markets totaling greater than 150,000 square feet.

5. Describe the services the firm can offer to the County to complete the work elements below. Define the approach, proposed time schedules, methodologies, and resources available.
   - Develop an inventory of building systems, equipment, and infrastructure assets.
   - Complete an analysis of the condition of the buildings and equipment with recommendations for maintenance, repair, and replacement.
   - Develop a prioritized plan to strategically and efficiently reduce the current backlog of deferred maintenance with costs estimates and replacement recommendations.
   - Develop a Capital Reserve Cost Estimate Table.

6. Provide the names and briefly discuss the experience and qualifications of the individuals who would be assigned to this project and attach their resumes, including a description of their likely role on the team. Please indicate which individuals employed by your firm or on your proposed project team are a Licensed Architect or a Registered Professional Engineer in the discipline of civil, structural, electrical or mechanical specialties. In addition, provide evidence of certification or training in Professional Condition Assessment courses.

7. Provide examples of the Facility Assessment work your firm has completed that are similar to the Lane Events Center effort, including a brief description of how you think those projects can provide lessons or examples for Lane County. If possible, provide links to key or exemplary complete Event Center Facility Assessments that are most equivalent to Lane County’s Lane Events Center effort.

8. Review the attached standard County contract form, and discuss any concerns you may have with any clauses.

9. Provide references from not fewer than three clients for whom your firm has provided similar services for and would be representative of the work anticipated under this request. The County reserves the right to investigate the past performance of any submitting firm with respect to its successful performance of similar projects, compliance with contractual obligations, and its completion or delivery of a project on schedule. Please ensure that your references are prepared to speak to us regarding your service and operation, and provide us with:

   Name of Organization:
   Length of Time as Client:
   Client’s location:
   Name of Contact:
   Contact’s Telephone and Email:
   Name of project(s) completed with this Client
7.0 PREPARATION AND SUBMISSION OF STATEMENTS

7.1 Statement Preparation

Respondents are responsible to read and understand all portion of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their submissions. To be responsive, submissions must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFQ. Statements must be submitted in the required form and containing all required documents and responses, be signed by the respondent or its authorized representative, and submitted in the manner and number described in the Invitation to Submit Statements of Qualifications.

Each respondent must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

7.2 Responses Subject to Oregon Public Records Law

Statements submitted for this RFQ will become public records under Oregon law and, at the conclusion of the contract process, will be subject to disclosure to any person or organization that submits a public records request. Statements will not be released until either a notice of intent to award has been issued or the contracting process has been cancelled. Respondents are required to acknowledge that any statement may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each respondent must clearly identify all information included in its submission that is claimed to be exempt from disclosure. If the County receives a records request, including subpoena, covering information the respondent believes is covered by an applicable public records exemption, it is the respondent’s responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

7.3 Statement Submission

Statements must be received by the time and date stated for receipt in the Invitation to Submit Statement of Qualifications. To be considered, statements must be submitted in the form and manner stated in the Invitation, responses to all criteria and requirements included in the RFQ, other documents required to be submitted, if any, and contain the number of copies required. By submitting a statement, respondent acknowledges that the respondent has read and understands the terms and conditions applicable to this RFQ, and accepts and agrees to be bound by the terms and conditions of the solicitation, including the obligation to perform the scope of work and meet the performance standards.

7.4 Correction, Withdrawal, and Late Submissions

A respondent may withdraw its submission at any time prior to the deadline set for receipt of proposals, and may submit a new submission in the manner stated in the Invitation to Submit Statements of Qualifications. The County will not consider statements of qualifications received after the time and date indicated for receipt of statements. A respondent may not modify its submission after it has been sent to the County, other than to address minor informalities, unless the submission is withdrawn and resubmitted as described above.
8.0 CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

8.1 Clarifications

If a respondent finds discrepancies or omissions in the RFQ documents, or is in doubt as to their meaning, the respondent must immediately notify the public officer designated for receipt of statements of qualifications or other person identified for submission of questions. If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than 72 hours prior to the deadline for receipt of statements of qualifications, and available on the County-Wide Bid Page or from the person identified above for receipt of submissions. The requirements or clarifications contained in any addenda so issued must be included in the responses submitted and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFQ of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

8.2 Protest of Solicitation Documents

A prospective respondent may protest the competitive selection process or provisions in the RFQ documents if the respondent believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to the public officer identified for receipt of statements in the Invitation to Submit Statements of Qualifications not less than 10 days prior to the deadline for submission of such statements.

Lane County will consider the protest if the protest is timely filed and contains:

(a) Sufficient information to identify the solicitation that is the subject of the protest;
(b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
(c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
(d) The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective respondent that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than 3 business days before submissions are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

9.0 OPENING OF STATEMENTS OF QUALIFICATIONS

The County will not examine any statement prior to the time stated for receipt of statements. The public officer designated for receipt of proposals may, as time allows, verify that the attachments to an emailed submission were received intact, and may but is not required to notify a respondent that an emailed submission was received in a defective form.
Any proposal or modification received after the designated deadline will not be opened or considered. The statements submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of any information covered by an exemption to disclosure as described above.

10. QUALIFICATIONS EVALUATION AND FURTHER PROCUREMENT

10.1 Compliance with Laws and Minimum Requirements

Statements will be reviewed by the public officer for responsiveness to the minimum requirements established by RFQ, which may include:
(a) Compliance with proposal procedures, public contracting laws, and the requirements of the Lane Manual.
(b) Application of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).

10.2 Qualifications Evaluation

The County will evaluate the statements submitted based on the responsiveness of the actual statements of qualifications to the requirements established in the Required Elements for Statements of Qualifications, considering qualifications, experience, resources, proposed services, proposers’ past record of performance for the County, and other factors identified in the RFQ, as well as responses received from references and follow-up questions, if any.

In evaluating the statements, Lane County reserves the rights to:
(a) Reject any and all submissions,
(b) Issue subsequent Requests for Qualifications for the same or similar goods or services,
(c) Not continue with the procurement process or proceed to award a contract for the requested services,
(d) Waive any irregularities or informalities,
(e) Approve all statements which the County deem to be the most beneficial to the public and Lane County,
(f) Negotiate with a sole qualified respondent, without re-advertising, and
(g) Further question any respondent to substantiate claims of experience, background knowledge, and ability.

10.3 Mistakes in Submissions

Minor informalities may be waived. Mistakes discovered after submission where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFQ, the statement may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.
11.0 RESPONDENT'S STATEMENTS AND CERTIFICATIONS FORM

RESPONDENT'S STATEMENTS. Respondent offers to provide the required services in accordance with the requirements of the Request for Qualifications (RFQ) stated above and the enclosed submission, and attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this statement.

ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW. By execution of this form, the undersigned respondent acknowledges that its entire submission is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the submission, or in an itemization attached hereto.

CERTIFICATIONS. By signing this Respondent's Certification form, respondent certifies that:

1. Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.

2. Non-Collusion. This response is submitted without connection or agreement with any individual, firm, partnership, corporation, or other entity submitting a response for the same services, and is in all respects fair and free from collusion or collaboration with any other respondent.

3. Compliance with Tax Laws. Respondent has, to the best of respondent's knowledge, complied with Oregon tax laws in the period prior to this submission, including: (a) all tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318, (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its facility, goods, services, operations, receipts, income, performance of or compensation for any work performed, and (c) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its facility, goods, services, operations, receipts, income, performance of or compensation for any work performed, and any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the Respondent's Statements and Certifications as stated above.

Authorized signature ________________________________ Proposer's legal name ________________________________

Name of authorized signer ________________________________ Address ________________________________

Title ________________________________

Date ________________________________ Federal Tax ID number ________________________________

Contact name (if different) ________________________________ Contact telephone number ________________________________
LANE COUNTY
CONTRACT FOR GOODS AND/OR SERVICES

Contract Title: [Enter contract title]

This Contract is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and [Enter Contractor’s legal name] ("Contractor"), referred to collectively in this Contract as "the parties". County and Contractor agree as follows:

1. STATEMENT OF WORK
   1.1 Contractor will furnish or perform [Enter a brief description of the work, OR if not described elsewhere, a detailed description of the work] for County in accordance with the requirements of this Contract.
   1.2 Contractor's Work is further described in Exhibit A.

2. CONTRACT DOCUMENTS
   2.1 The Contract. The Contract consists of this document and all exhibits listed below, which are incorporated into this Contract as referenced here. In the event of a conflict between the requirements of this document and any Exhibit, the requirements in this document prevail.
   2.2 Exhibits. With this document, the following Exhibits are incorporated into the Contract:
      Exhibit A Scope of Work
      Exhibit B Standard County Contract Conditions
      Exhibit C Insurance Coverages Required
      Exhibit D Contractor’s Proposal
      Exhibit E Special Contract Terms and Conditions
      [Exhibit ... add any exhibits necessary here]

3. CONSIDERATION AND PAYMENT
   3.1 Consideration. In consideration for Contractor's performance, County agrees to pay [Enter the amount in words and figures, OR the reference to the Exhibit and section where the fee is given]. County is not obligated to pay any amount greater than that stated here.
   3.2 Payment. Payment will be made [Enter “upon completion,” OR the amount per period, OR other terms agreed upon for payments]. Any payments will customarily be made within thirty (30) days of receipt of a properly submitted and approved invoice from Contractor.

4. EFFECTIVE DATE AND DURATION
   4.1 Effective Date. Upon the signature of all parties, this Contract is effective [Enter a start date, OR "upon signature by all parties"].
   4.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Contract will terminate [Enter an end date, OR a period of days or years]. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

5. MULTIPLE COUNTERPARTS. This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute an original.

SIGNATURES FOLLOW ON NEXT PAGE
SIGNATURES

CONTRACTOR’S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO THE COUNTY THAT:

▪ The undersigned person has authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
▪ Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
▪ The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
  a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance or compensation for any work performed, and
  c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:  COUNTY:

[ENTER CONTRACTOR’S LEGAL NAME]  LANE COUNTY

By: ________________________________  By: ________________________________

Title: ________________________________  Title: ________________________________

Date: ________________________________  Date: ________________________________

Address: Lane County, Public Service Building
         125 E. 8th Avenue
         Eugene, Oregon 97401

Tax ID No.: ________________________________
EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

1. CONTRACTOR’S STATUS

1.1 Independent Contractor Status. The performance of this Contract is at Contractor’s sole risk. The service or services to be rendered under this Contract are those of an independent Contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

1.2 Contractor's Responsibilities. Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.

1.3 Contractor Not Employee. Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

1.4 Reporting of Payments. Contractor acknowledges that County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

2. INSURANCE AND INDEMNIFICATION

2.1 Contractor's Required Insurance. Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.

2.2 Contractor to Maintain Insurance. Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.

2.3 Workers' Compensation. Contractor, its subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.

2.4 No Limitation. Nothing contained in these insurance requirements limits the extent of Contractor’s responsibility for payment of damages resulting from Contractor’s operation under this Contract.

2.5 Indemnification. To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, Contractor agrees to indemnify, defend, and hold County, its Commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. However, Contractor will not be required to indemnify or defend County for any liability arising solely out of wrongful acts of County's own Commissioners, officers, employees, or agents.
3. CONTRACTOR'S OBLIGATIONS

3.1 Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless County has good cause and the Contract provides otherwise.

3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.

3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's County-Wide Bid Page at: http://www.lanecounty.org/Departments/CAO/Operations/Purchasing/Pages/MandatoryVendorPolicies.aspx

4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON AND FEDERAL LAW

4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:
   (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
   (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
   (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:
   (a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
   (b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:
(a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
   (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
   (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
   (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
(b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
(c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
(d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
(e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contracts shall receive at least time and a half for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
(f) This section (4.3) does not apply if the Contract is strictly for goods or personal property.

4.4 Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds $10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

4.5 Pursuant to ORS 316.167, Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees.

4.6 Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which the County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

4.7 Equal Employment Opportunity. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all
applicable requirements of "29 CFR Part 471, Appendix A to Subpart A" (copy available at: http://www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

5. MODIFICATION AND TERMINATION

5.1 Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties.

5.2 Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

5.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the public contract or other applicable law. The Contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.

5.4 Availability of Funds. County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, Contractor understands and agrees that, if the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit County to terminate the contract in order to provide similar services or goods from a different contractor.

5.5 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
6.2 Governing Law. All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Forum and Venue. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

7. MISCELLANEOUS PROVISIONS

7.1 Merger. This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

7.2 Waiver. Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

7.3 Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.4 Survival. The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.5 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Contract.

7.6 Protection of Consumer Personal Information. Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.

7.7 Non-Assignment. Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

7.8 Binding on Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

7.9 No Third-Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

7.10 Headings. The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.
INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

**COMMERCIAL GENERAL LIABILITY** The insurance shall include:

- **Policy must include:**
  - Commercial General Liability
  - Damage to Rented Property ($50,000)
  - Medical Expenses ($5,000)
  - Personal and Advertising (Same as per occurrence)
  - Products/Completed Operations (Same as per occurrence)

- **POLICY LIMITS**
  - $2 million per occurrence*/$4 million aggregate
  - $ occurrence / aggregate (Amount pre-approved by risk or required by contract)

  *Umbrella coverage to increase the policy limits to the required amount is acceptable

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

**AUTOMOBILE LIABILITY** insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent). *Umbrella coverage to increase the policy limits to the required amount is acceptable.

- **LIMITS**
  - $2 million combined single limit per accident for bodily injury and property damage*
  - $ Amount approved by risk and required by contract

**PROFESSIONAL LIABILITY** insurance – with limits not less than $1,000,000 ($1,000,000 per occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.

**POLLUTION LIABILITY INSURANCE** – with limits not less than $1 million per occurrence. Coverage must be continuous for 24 months from the end of the project.

**ADDITIONAL INSURED ENDORSEMENT** The general liability insurance coverage required for performance of this contract shall be:

- By blanket or by written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract MUST include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided.

  - By specific (not blanket or by written contract requirement) endorsement to name “Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds” on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by separate endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract.

Coverage shall include completed operations and be primary and non-contributory with any other insurance and self-insurance.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

**EMPLOYER'S LIABILITY** Statutory amount or minimum of $1,000,000 when not regulated by statute.

**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $ per employee. ($10,000 minimum when required)

**DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS DIRECTLY TO RISK MANAGEMENT. FAILURE TO COMPLY MAY RESULT IN A DELAY IN CONTRACT EXECUTION.**

Any questions concerning insurance and indemnity should be directed to
Lane County Risk Management at LCRISKMG@co.lane.or.us