LANE COUNTY, OREGON

Public Works
Parks and Animal Services

REQUEST FOR PROPOSALS

Park Caretaker Services
Richardson Park Campground

Contract #
FY16/17 PKS-01

PROPOSALS DUE:
5:00PM, local time
Friday, October 14, 2016
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1.0 INVITATION TO SUBMIT PROPOSALS

Lane County will receive proposals for the Request for Proposals (RFP) for:

Park Caretaker Services - Richardson Park Campground

Until:

5:00PM, local time, Friday, October 14, 2016,

Addressed to:

Charlie Conrad, Supervising Analyst
Lane County
3050 N. Delta Hwy
Eugene, OR 97408

This work is for caretaker site management at Richardson Park Campground. This work will include the day-to-day operations of the day use area and campground. Site management includes Park Host Management, Patrol Duties, Selling Of Parks Passes, Accounting & Reservations, General Maintenance that includes cleaning restrooms, minor mowing and string trimming, litter and garbage removal, customer service, cleaning of the RV dump station, fee collection, selling firewood/ice and providing concessions. The contract will be for a 36 month period from November 1, 2016 through October 31, 2019 with two one year renewal options available.

Proposals must be enclosed in a sealed envelope bearing the proposer's name and address, clearly marked with the title of this Request for Proposals (RFP) and bearing the words "Proposal Enclosed," submitted to the person and address stated above. Proposals properly submitted and received will be opened immediately following the time proposals are due, and the names of all persons submitting proposals read, along with such other information as the public officer considers appropriate at the time.

No oral, telegraphic, telephonic, electronic, or facsimile proposals or modifications of proposals will be considered, unless otherwise stated in the Request for Proposal (RFP) documents. To be received and considered, each proposal must be made in writing, in the required form and containing all required documents, signed by the proposer or its authorized representative.

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

Printed copies of the RFP documents may be obtained by contacting Charlie Conrad at 3050 N. Delta Hwy. Eugene, OR 97408, or by telephone at 541-682-2002, or by email to charles.conrad@co.lane.or.us.

The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than 48 hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page or from the person identified above for printed copies of RFP documents. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received and will become part of any resulting contract.

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

2.1 Proposal Preparation

Proposers 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 proposals. To be responsive, proposals must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the Invitation to Submit Proposals.

Each proposer 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.

2.2 Proposals Subject to Oregon Public Records Law

Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal 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 proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure. If the County receives a records request, including subpoena, covering information the bidder believes is covered by an applicable public records exemption, it is the proposer’s responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

2.3 Proposal Submission

Proposals must be received by the time and date stated for receipt in the Invitation to Submit Proposals. To be considered, proposals must be submitted in the form and manner stated in the Invitation for Proposals, complete with a Proposer's Certification Form signed by the proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any, and contain the number of copies required.

By submitting a proposal, proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

2.4 Correction, Withdrawal, and Late Submissions

A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, and may deposit a new sealed proposal in the manner stated in the Invitation to Submit Proposals. The County may release an unopened proposal which has been withdrawn to the proposer or its authorized representative after voiding any date and time stamp mark. The County will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been deposited with the public officer, other than to address for minor informalities, unless the proposal is withdrawn and resubmitted as described above.
3.0 CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

3.1 Clarifications

If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer designated for receipt of proposals 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 48 hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page or from the person identified above for printed copies of RFP documents. The addendum may postpone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.

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

3.2 Protest of Solicitation Documents

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer 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 proposals in the Invitation to Submit Proposals not less than ten (10) days prior to the deadline for submission of proposals.

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 proposer 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 proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

4.0 OPENING OF PROPOSALS

The County will not examine any proposal prior to opening. Any proposal or modification received after the designated deadline will not be opened or considered. The proposals 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.

5.0 PROPOSAL EVALUATION AND AWARD

5.1 Compliance with Laws and Minimum Requirements
Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by RFP, which include:

(a) Submission of a completed Proposer's Statements and Certifications in the form included in Attachment B.
(b) Compliance with proposal procedures, public contracting laws, and the requirements of the Lane Manual.
(c) 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).

5.2 Proposal Evaluation

The County will make the contract award based on the responsiveness of the actual proposals received to the requirements established in Attachments A and B, considering price, qualifications, experience, resources, proposed services, proposers’ past record of performance for the County, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by the evaluation committee on the basis of the process and scoring established in Attachment C. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more proposers with the highest-scored proposals. Interviews may include a presentation by the proposer and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

In evaluating the proposals and selecting a contractor, Lane County reserves the rights to:

(a) Reject any and all proposals,
(b) Issue subsequent Requests for Proposals for the same or similar goods or services,
(c) Not award a contract for the requested services,
(d) Waive any irregularities or informalities,
(e) Accept the proposal which the County deems to be the most beneficial to the public and Lane County,
(f) Negotiate with any proposer to further amend, modify, redefine or delineate its proposal,
(g) Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that a contract cannot be successfully negotiated with the selected proposer, which may occur prior to the time a final recommendation for award is made for executive approval, and
(h) Further question any proposer to substantiate claims of experience, background knowledge, and ability.

5.3 Mistakes in Proposals

Minor informalities may be waived. Mistakes discovered after opening 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 RFP, the proposal 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.

5.4 Notice of Award
The County will provide written notice of its intent to award to a given proposer or proposers at least seven (7) days before the award, unless the County determines that a shorter notice period is more practicable.

5.5 Protest of Intent to Award

Any proposer that has submitted a proposal for an RFP and is not recommended for award by the evaluation committee may protest the recommendation to the decision maker, either the Board or the County Administrator, depending upon which has authority to execute the contract. To be considered, a protest must be submitted in writing not less than seven (7) calendar days after notice of intent to award is given, and contain the grounds for the protest in accordance with Lane Manual Chapter 20.730.

5.6 Rejection of Proposals

If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with opportunity for supplemental submission. If there is partial rejection, the County may solicit supplemental information only from those proposers who submitted proposals, on the condition that it is unlikely that re-advertising would lead to greater competition. The public officer is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.
ATTACHMENT A – SCOPE OF SERVICES REQUIRED

Lane County seeks, an energetic, customer service oriented person(s) as a campground caretaker. The successful individual(s) will have previous business experience and a solid understanding of basic business principals and procedures. The successful person(s) must enjoy being and working outdoors. Refer to Exhibits C, D and E in the “Sample Contract Documents” (Attachment D) for specific information on job duties and requirements.
ATTACHMENT B - REQUIRED ELEMENTS FOR PROPOSALS

EACH PROPOSAL SUBMITTED MUST CONTAIN ALL THE FOLLOWING:

1. References (not fewer than two), including all information requested below.
2. Caretaker Employer Questionnaire (included in this section). Complete a separate questionnaire page for the past three employers.
3. Price Sheet (included in this section). Must be completed.
4. Proposer Statement and Certification Form (included in this section). Must be completed and signed.

REFERENCES: Please provide references who know and can speak openly about the proposer’s personal qualities and ability to carry out the duties of park caretaker.

Name:
Firm name or relationship to Proposer:
Telephone:
Email address:

Name:
Firm name or relationship to Proposer:
Telephone:
Email address:

CONTINUED ON NEXT PAGE
CARETAKER EMPLOYMENT QUESTIONNAIRE (2 pages)

Name(s): ________________________________________________________________

________________________________________________________________________

Mailing Address: __________________________________________________________

Home Phone: ___________________ Cell Phone: ____________________________

Instructions: Completion of this questionnaire is required for each employer. You may make additional copies of this sheet as necessary.

Employer Name: ______________________ Supervisor Name: __________________

Dates Employed (Mo./Yr.) From: ______ to ______ Phone Number: ______________

Position Held: ___________________ Reason for Leaving: __________________

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<thead>
<tr>
<th>Type of Work</th>
<th>Description of Work Performed/Experience (please be specific)</th>
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<tbody>
<tr>
<td>Customer Service Experience</td>
<td></td>
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<tr>
<td>Campground/Facilities Management Experience</td>
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<tr>
<td>Accounting Experience</td>
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<tr>
<td>Public Contact/Interaction Experience</td>
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<tr>
<td>Janitorial Experience</td>
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<tr>
<td>Building Maintenance Experience</td>
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<td>Grounds Maintenance Experience</td>
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<tr>
<td>Record Keeping Experience</td>
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<tr>
<td>Computer Knowledge &amp; Experience</td>
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</tbody>
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## PROPOSER PRICE SHEET

**Instructions:** Provide your monthly compensation amounts below and calculate for annual compensation and for total contract price.

**Monthly:**

- $__________ per month in the period November 1 through March 31 of each year
- $__________ per month in the period April 1 through October 31 of each year

**Annual Compensation in the amount of:** $_______________

**Total Contract Price (November 1, 2016 through October 31, 2019):** $_____________
PROPOSER'S STATEMENTS AND CERTIFICATIONS

Proposer's Name: ________________________________

RFP Title: ______________________________________

PROPOSER'S STATEMENTS

Proposer's Offer. Proposer offers to provide the required services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named Request for Proposals, and that, if this proposal is accepted, Proposer will execute a contract with the County to furnish the services of the proposal submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

Proposer's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Proposer accepts all terms and conditions of this Request for Proposals except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of 60 days from the date proposals are due.

Proposer's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Proposer acknowledges that its entire proposal 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. Proposer agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the Proposer's Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Proposer has received and considered, in the accompanying proposal, the terms of the following addenda, if any: ____________________________________________________________

CERTIFICATIONS

By signing this Proposer's Certification form, Proposer certifies that:

1. Certification of Resident Bidder Status. Proposer is _____is not _____ (check one) a resident bidder, as defined in ORS 279A.120.

2. Certification of Non-Discrimination. Proposer 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.

3. Certification of Non-Collusion. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.

4. Certification of Compliance with Tax Laws. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, 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 of 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.

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

PROPOSER

Authorized signature

Name of authorized signer

Title

Date

Proposer’s legal name

Address

Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS PROPOSAL

Contact name

Telephone number

Email address
ATTACHMENT C – SELECTION PROCEDURE AND SCORING

A.1 Selection Committee. The Selection Committee will be comprised of:
Supervising Analyst, Parks Senior Office Assistant, Parks Lead, Parks PM3

A.2 Evaluation Process. The selection process for this RFP will include the procedures identified here:

☒ Will include evaluation and scoring of initial proposal
☒ May ☐ Will Not (check one) include interviews of top-scored proposers
☐ May ☒ Will Not (check one) include a requirement for additional questions and responses from top-scored proposers
☒ May ☐ Will Not (check one) include competitive negotiations with top-scored proposers

Notwithstanding the selection procedures identified above, the County reserves the right to terminate the evaluation process after completion of any procedural stage when, in the County's sole opinion, further evaluation procedures are not required for the County to identify the proposer whose offer will best suit the interests of the County.

A.3 Proposal Scoring. The County will score proposals according to the following criteria:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>References</td>
<td>5</td>
</tr>
<tr>
<td>Customer Service Experience</td>
<td>10</td>
</tr>
<tr>
<td>Campground/Marina/Facilities Management Experience</td>
<td>10</td>
</tr>
<tr>
<td>Accounting Experience</td>
<td>5</td>
</tr>
<tr>
<td>Public Contact/Interaction Experience</td>
<td>5</td>
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<td>Janitorial Experience</td>
<td>5</td>
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<tr>
<td>Building Maintenance Experience</td>
<td>5</td>
</tr>
<tr>
<td>Grounds Maintenance Experience</td>
<td>5</td>
</tr>
<tr>
<td>Record Keeping Experience</td>
<td>5</td>
</tr>
<tr>
<td>General Computer Proficiency</td>
<td>5</td>
</tr>
<tr>
<td>Committee Member’s Level of Confidence of Proposer</td>
<td>10</td>
</tr>
<tr>
<td>Resident Preference</td>
<td>10</td>
</tr>
<tr>
<td>Cost</td>
<td>35</td>
</tr>
<tr>
<td>Total Points Possible:</td>
<td>115</td>
</tr>
</tbody>
</table>

A.4 Shortlist Determination. If the County is unable to make a determination of the best proposal based upon the proposal scoring, the County may invite up to three proposers to proceed to a further stage of evaluation as identified in A.2 above. If further stage is required, the proposal score ☒ Will ☐Will Not (check one) be added to the proposal score. If not added to the proposal score, the score of this next stage may be used as the sole scoring method for selecting the proposer.

A.5 Interview Scoring (if used). The County will score interviews according to who they feel will provide the best value for the County in conjunction with the Proposal Score.
ATTACHMENT D – SAMPLE CONTRACT DOCUMENTS

Contract Title: Richardson Park Caretaker Services

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 perform caretaker services for County at those County Parks specified in this Contract, in accordance with the requirements of this Contract.

1.2 Contractor’s Work is further described in Exhibits C through E.

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 Standard County Contract Conditions
- Exhibit B Insurance Coverages Required
- Exhibit C Caretaker General Duties and Obligations
- Exhibit D Caretaker Site Management Duties and Obligations
- Exhibit E Caretaker Janitorial Duties and Obligations
- Exhibit F Revenue, Billing, and Payment
- Exhibit G Park Area Maps

3. CONSIDERATION AND PAYMENT

3.1 Consideration. Amounts due to each of the parties will be determined as described in Exhibit F.

3.2 Payment. Payments required of County and Contractor will be made in accordance with the requirements of Exhibit F.

4. EFFECTIVE DATE AND DURATION

4.1 Effective Date. Upon the signature of all parties, this Contract is effective Nov.1, 2016.

4.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Contract will terminate October 31, 2019, with two one-year renewal options. 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.
CONTRACTOR’S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO 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 of 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:

[ENTER CONTRACTOR’S LEGAL NAME]

By: ____________________________

Title: __________________________

Date: __________________________

Address: ________________________

________________________________

________________________________

Tax ID No.: ______________________

COUNTY:

LANE COUNTY

By: ____________________________

Title: __________________________

Date: __________________________

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401
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 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 County, and has obtained 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 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 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:
4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON 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 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, co-partnership, 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 pay 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 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 County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

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 90 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 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 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. 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.
EXHIBIT B - 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

Aggregate limits:
- Per Policy (most contracts)
- Per Project (construction contracts)

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 per occurrence (Amount approved by risk or required by contract)

✔ 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 $10,000 per employee. ($10,000 minimum when required)

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at LCRISKMG@co.lane.or.us
1. **CARETAKER RESIDENCE AND USE OF PREMISES**

1.1 Contractor must establish and maintain a permanent residence at the County-owned residence building in the designated park during the term of this Contract. Periods of absence during the closed season are permitted upon prior notification to County. Periods of absence during the open season are permitted with the prior written consent of County.

1.2 Contractor must maintain the residence and the surrounding area in a neat and orderly condition, in a manner acceptable to County. Contractor is responsible for minor and routine repairs to and maintenance of the residence. Smoking inside any County facility, including the caretaker residence, is prohibited and may be cause for termination of the Contract. Major repairs, alterations, or improvements may be made only with the prior written consent of County, which will not be unreasonably withheld. Any damage to County property caused by Contractor, other than ordinary wear and tear, must be fully repaired in a manner satisfactory to County at Contractor's expense. County has no responsibility for damage or loss of any personal property of Contractor.

1.3 Contractor is permitted no more than two pets. Pets are not allowed outside the residence unless leashed, contained, or otherwise controlled, except with the written consent of County.

1.4 Contractor must utilize the County office/concession stand for collecting fees and providing customer service.

1.5 Contractor may not store personal property that is bulky or detracts from the uncluttered appearance of the property, such as construction materials, recreational vehicles, boats, and the like, without the prior written approval of County, which will not be unreasonably withheld.

1.6 Contractor may not engage in any commercial or political activity, including the display of advertising materials, signs, billboards, and the like without the prior written approval of County.

1.7 Contractor must maintain Contractor's own telephone service for personal use. County will provide telephone service for use related to this Contract, and a computer with internet access for registration purposes. County will provide electrical, water, sanitary, and trash collection services, but all other utilities are the responsibility of Contractor.

2. **CARETAKER TOOLS AND EQUIPMENT**

2.1 County will provide basic tools necessary to perform the caretaker duties under in this Contract, including, but not limited to: mower(s), blower(s), and other tools mutually agreed to be necessary for the work of this Contract.

2.2 Contractor is responsible for providing all other necessary furnishings, equipment,
supplies, and inventory items necessary to perform the obligations of this agreement.

2.3 County has no responsibility for damage or loss of any personal tools or equipment of Contractor.

3. CARETAKER DUTIES

3.1 Contractor is responsible to provide the specific caretaker duties described in Exhibits D and E in the park areas identified in Exhibit G.

3.2 Contractor must at all times, while performing the duties of this agreement, wear County- provided identifiable clothing such as shirts, vests, hats, or any other item of clothing with Lane County identifiable logos as directed by County.

3.3 Contractor must at all times perform these duties in a safe manner. If Contractor fails to follow standard safety practices County may reduce payment or terminate the Contract in accordance with the terms of the Contract.

3.4 Contractor must provide assistance and information to the public and, at all times, act in a manner that promotes a positive image of the County.

3.5 Contractor is responsible to inform the public of park rules, but is in no way responsible for obtaining compliance with these rules, except to the extent that may be accomplished by verbal persuasion. Contractor must promptly notify County Parks’ staff and/or law enforcement officers of serious rule violations that may pose a threat to public health and safety.

3.6 Contractor must notify County Parks' staff of damage to County or personal property, or of personal injury.

3.7 Contractor must provide proper care and security for, and ensure operation of, the credit card swiper(s) provided by County, and comply with Lane County cash and credit card handling procedures and Payment Card Industries (PCI) policies and procedures. Contractor is responsible to ensure that customers’ credit card information is used only for legitimate Parks Division purposes. Contractor is solely responsible for any unauthorized use of customer credit information received while performing duties under this agreement.

4. COUNTY'S AUTHORITY TO ENSURE CARETAKER'S PERFORMANCE

4.1 Contractor and all those engaged by Contractor to provide services under this Contract must pass a criminal background check prior to commencement of work under this Contract. Contractor agrees that County may, from time to time, conduct subsequent background checks, and if any person engaged by Contractor fails at any time to pass a criminal background check, that person must be immediately terminated from work under this Contract.

4.2 Contractor will provide to County a deposit of $1,000 to guarantee Contractor's compliance with the terms of this Contract. Upon expiration or mutual termination of this Contract, the deposit will be paid to Contractor along with final payment under the contract. If Contractor fails to perform under this Contract, or is terminated for cause, the deposit will be retained by County as partial compensation for the
Contractor's failure to perform in accordance with the terms of the Contract.

4.3 County will regularly inspect the area surrounding the residence and service area to verify Contractor's performance of duties and compliance with standards, and will inform Contractor of any deficiencies observed, which must be immediately corrected or remedied by Contractor. A failure by County to observe or object to any violation any terms or conditions of this agreement will not constitute a waiver by County of any requirement or of County's right to demand strict performance by Contractor of the work of the Contract and compliance with its conditions and requirements.

4.4 Serious or repeated performance deficiencies may result in reductions in the amount due to Contractor under the Contract and may entitle County to retain the Contractor's deposit.

5. SUBCONTRACTING, SUBSTITUTION, AND OTHER EMPLOYMENT

5.1 Contractor may subcontract or hire employees to perform the nonresidential portion of the services to be provided under this Contract, provided that all subcontractors or employees must pass a criminal background check prior to performing services. Contractor must provide to County an up-to-date list of all employees or subcontractors who are performing services under this Contract, including such information as is necessary to allow County to conduct a criminal background check.

5.2 Contractor may, on an occasional and temporary basis, and when requested from and approved by County in writing, arrange for a substitute to perform Contractor's duties in Contractor's absence.

5.3 Nothing in this agreement prohibits Contractor from engaging in additional employment or other contract so long as such employment or contract does not conflict with the performance of Contractor's duties and responsibilities under this Contract. Contractor must give County written notice of any such additional employment or contract.

6. OTHER PROVISIONS

6.1 Contractor understands and acknowledges that Contractor receives additional benefits as compensation for the work of this Contract, including receipt of services and amenities that are provided at no cost to Contractor, including the use of the caretaker residence, water service, sewer service, and garbage disposal service.

6.2 Contractor understands and acknowledges that, if the park site in this contract is identified in Exhibit E as being located on property leased from the United States government, the terms of the lease agreement will apply to this Contract as well. A copy of the lease document will be provided to Contractor upon request.

6.3 Contractor will comply with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 (32 CFR Part 300) issued pursuant thereto. Contractor may not discriminate against any person or persons because of race, creed, color, handicap, sex, or national origin in the performance of this Contract.
EXHIBIT D – CARETAKER SITE MANAGEMENT DUTIES AND OBLIGATIONS

1. PARK SITE DESCRIPTION

The work of this Contract is for Caretaker duties at the County's Richardson Park Campground including the Day Use Areas and campground as identified in Exhibit G. Richardson Park Campground is open from April to October, and the day use area is open from May to September.

2. PARK HOST MANAGEMENT

Contractor may engage Park Host(s) to assist Contractor in the day-to-day operation of the park. Contractor is responsible for the management, supervision, compensation, and personal conduct of any Park Host(s) hired to assist Contractor. Contractor must provide each Park Host(s) with a designated Park Host campsite, and is responsible to ensure that the Park Host site is kept in a neat and orderly fashion. With respect to any of Contractor's duties assigned to Park Host(s), Contractor must communicate all the scope of Contractor's duties and responsibilities, and ensure Park Host(s) are in compliance.

3. PATROL DUTIES

3.1. Patrol responsibilities during Open Season. Contractor must perform security checks of the park on a daily basis. As part of these general patrol duties, Contractor must:

- Report any damage, vandalism, and/or break-ins to County;
- Ensure that all doors are unlocked and locked according to the park schedule,
- Perform general litter removal;
- Ensure that all utilities are turned off at the picnic shelters when not in use or reserved for future use;
- Check for any electrical, sewer, and water problems, and report any such problems to County;
- Report emergency situations to County and/or law enforcement officers as appropriate; and
- Bring to the attention of County any non-emergency situations affecting the operation of the park.

Contractor must provide written notification to County at least three days prior to any scheduled period of absence; and provide for continuation of these services during any period of absence.

3.2 Patrol responsibilities during Closed Season (if any). Contractor must perform security checks of the park on a regular basis, according to a scheduled approved by County. As part of these general patrol duties, Contractor must:

- Report any damage, vandalism, and/or break-ins to County; and
- Perform general litter removal.

Contractor must provide written notification to County at least three days prior to any scheduled period of absence, and provide for continuation of these services during any period of absence greater than two days.
3.3 Incident reporting. Contractor must turn in an incident report to County when there is an injury, accident, code violations, safety concern, or property damage.

3.4 Contractor must understand and adequately communicate park rules to park visitors, monitor the activities of park guests, and attempt to gain voluntary compliance with park rules by friendly persuasion. If Contractor cannot gain compliance of park rules through friendly persuasion, Contractor must contact County.

3.5 Contractor must notify County when a camper is at the 12th day of a 14 day reservation.

4. SELLING OF PARKS PASSES, MATERIALS, AND MERCHANDISE

4.1 Lane County Materials. Contractor must sell, distribute, and document Lane County Parks’ passes, literature, materials, and merchandise at the direction of County. All proceeds from such sales must be given to County, according to a regular schedule adopted with the approval of County. Contractor shall comply with pass distribution policies and procedures and accurately document the sale of each item using the County provided point of sale system.

4.2 Concessions:
- Contractor may provide an adequate and suitable selection of food and beverages necessary for the enjoyment and convenience of park users. At all times when facilities are open, Contractor must keep on duty at all times responsible representatives capable of providing prompt, skilled, and accurate service.
- All concessions products are subject to the approval of County, and must be purchased by Contractor at Contractor’s expense.
- Contractor is responsible for collecting and accepting all payment, and providing concession sales reports in the form requested by County.
- Contractor’s concession rights under this agreement are non-exclusive, and County may provide for other sales of concession items at the park.

5. FINANCIAL MANAGEMENT

5.1 Contractor is responsible for daily reconciliation of accounting paperwork, daily cash/check/credit deposits associated with campground registration and reservation programs, moorage fee collection (if applicable), and any other fees.

5.2 Contractor must provide all reports in the manner described in sections 1.2 and 2.2 of Exhibit F.

5.3 Contractor must make payments and deposits in the manner described in section 2.2 of Exhibit F.

6. MAINTENANCE AND OPERATION SCHEDULE AND REQUIREMENTS

6.1 General Park Maintenance and Operation. Applicable to all park areas:
- **Comfort Stations.** Basic cleaning of the day use comfort stations twice daily at a frequency that is acceptable to County that will consist of disinfecting surfaces and toilet bowls and restocking of all needed paper products. County will provide the necessary supplies to County the bathrooms. Contractor will clean comfort stations to a standard acceptable to County.
- **Picnic Areas by Reservation.** Clean and prepare all day-use Picnic Areas according to reservations report or as needed upon request by County. Contractor
may request assistance from County to clean and prepare Picnic Areas in order to meet reservation demand, subject to the availability of County resources to assist with preparations and cleanings. Post reservation signs per schedule provided by County.

- **Mowing and String Trimming.** Mow and string trim Day Use Areas weekly or as needed to keep the grass less than 4” in height, or upon request by County.
- **Gate.** Open and close gates on schedule requested by County.
- **Litter.** Remove daily as necessary, and when requested by County, from all use areas and parking lots.
- **Customer Service.** Provide assistance and information to the public, greet visitors, answer questions, receive comments, and be readily accessible to the public, and at all times act in a manner that promotes a positive image of County. Keep stocked any County provided informational literature at the campground office.
- **Dump Station.** Clean on a daily basis and as needed. Collect fees as often as used and include in weekly deposit.
• **Fee Collection.** Collect drop-in camping fees, extra vehicle fees, shower fees, ice sales, firewood sales, day use pass sales, annual parking pass sales, or other County requested sales or fees as required.

• **Garbage.** Monitor dumpsters and notify Parks staff if dumpsters need emptying outside the normal set schedule.

6.2 Campground Maintenance and Operation. In addition to general maintenance and operation:

• **Accounting:** County may audit Contractor’s financial records at any time without prior notification. Contractor shall communicate registration and accounting procedures to park host(s) and ensure procedure compliance. Contractor shall also:
  - Daily—reconcile all accounting paperwork, daily cash/check deposits associated with campground registration and reservation programs, and fees associated with Fee Collection as stipulated in Exhibit D and update all onsite campground registration and reservation information.
  - Weekly—submit accounting reports using the official County approved computer reservation software reports and turn in all revenues received.

• **Campsite Clean-Up:** After checkout of each campsite patron and before check-in of the next campsite patron: hose off campsite spurs, rake site, clean out fire pits as needed, remove litter, and perform any other task necessary to best present and prepare the campsite, or according to County request.

• **Mowing and String Trimming:** Incidental campsite mowing and string trimming as needed or when possible when campsites are unoccupied, or according to County request.

• **Firewood:** Sell County-provided firewood to campground patrons at a per-bundle price determined by County with all proceeds being returned to County.

• **Ice:** Sell ice to campground patrons at a per-bag price as determined by County, with all proceeds being returned to County. County shall coordinate delivery of ice by a third party vendor.

• **Campsite Registration and Campground Reservations:** On a daily basis, Contractor must:
  - Update all onsite campground registration and reservation information;
  - Enter all drop-ins into the official County computer reservation software no later than noon each day;
  - Post reservation signs at campsites, based upon County-supplied information on reservations made through the Parks Office and website as well as reservations made at the site;
  - Register campground patrons, including completion of campground registration forms, assignment of campsites, and collection of campsite fees; and
  - Inspect and survey campground daily as needed or upon County request to ensure campground patrons are registered and have paid all associated fees.

• **Campground Office/Concession Stand.** Establish regular hours of operation for the campground office/concession stand, subject to approval by County, and post the operating hours prominently at the stand. Contractor may remain open past operating hours, at Contractor’s discretion.

• **Hours of Availability.** Contractor or a representative of Contractor is to be available to campground patrons to answer questions on a 24 hour per day, 7 day per week basis. Contractor or Contractor’s designee to be available using County-provided
office/business phone located within Contractor residence outside of regular hours of operation.

- **Restroom Cleaning and Open/Closing Schedule.** Open, close, and maintain restrooms on a daily basis, according to a schedule established by Contractor and County.

### 6.3 Marina and Moorage Maintenance and Operation (if applicable)

Manage the moorage of boats and allocation of space assignments in the marina area to provide for safe operations and conditions in accordance with County’s Lane Code, Lane Manual, other rules and regulations, and the directions of County.

- **Fee Collection.** Collect daily, weekly, and monthly fees as set forth in Lane Manual Chapter 18.
- **Routine Inspection and Maintenance.** Perform weekly inspections of the marina facilities as needed and report any problems to County. Perform routine maintenance of the marina which including, but not limited to: drilling down screws, securing bumper stock, removing debris from docks, and other routine maintenance requested by County.
- **Seasonal Moorage.** Refer patrons regarding all seasonal moorage administration activities to County. County is responsible for the administration of Seasonal Moorage rental of moorage slips and may, at any time, assume responsibility for the collection of daily, weekly, or monthly fees as set forth in Lane Manual 18 and relieve Contractor of this duty.
- **Pump-Out Station.** Perform inspections and request assistance from County as necessary. Accommodate reasonable requests from the public on its use and provide prompt and responsive service.
- **Customer Service.** Provide assistance and information to the public, greet visitors, answer questions, receive comments, and be readily accessible to the public, and at all times shall act in a manner that promotes a positive image of County.
- **Restroom Cleaning and Open/Closing Schedule.** Open, close, and maintain on a daily basis, according to a schedule established by County and Contractor.
EXHIBIT E – JANITORIAL DUTIES AND OBLIGATIONS

1. SCOPE OF JANITORIAL DUTIES

1.1 The work required under this agreement provides for cleaning and janitorial services, limited to public restrooms located within the park site, as described in section 1 of Exhibit D.

1.2 Temporary closure of public restrooms by Contractor is authorized only during scheduled cleaning times.

2. EQUIPMENT AND SUPPLIES

2.1 Contractor must furnish all equipment necessary to accomplish the janitorial duties required by this Contract. All Contractor's equipment must be in good operating and mechanical condition, according to the original manufacturer's design.

2.2 Contractor must furnish all cleaning supplies and products necessary to accomplish the janitorial duties required by this Contract, except for the County-supplied goods specified in section 3 of this Exhibit. All products and supplies must be used in accordance with the manufacturers' instructions for strength, application, and usage; and may not be mixed with other products except as specifically stated in the manufacturers' instructions.

2.3 Cleaning and Deodorizing Products. Contractor must supply a list of all cleaning and deodorizing products to be used in performing janitorial duties, including germicidal disinfectants, scouring powder, bowl cleaner, deodorizers, detergents for County's approval. Such products must comply with the following:

- Cleaning Agents. Only soap, soap compounds, and biodegradable detergents may be used. Any cleaning compound containing disinfectants or deodorants must be biodegradable, and must be labeled that that the compound contains disinfectants and/or deodorants.
- Germicidal Disinfectants. Only standard commercial germicidal disinfectants generally available to the public may be used.
- Deodorizers. All deodorants must be products packaged and sold for use as a deodorizer.

2.4 Cleaning Supplies. Contractor must provide and maintain a supply of squeegees, hoses, dust mops, scrub brushes, brooms, stiff scrub brushes, window cleaning supplies, and cleaning and deodorizing products in designated material and equipment storage areas, pipe chases, janitor's closets, or other secure locations.

2.5 Product Safety. Contractor must with all chemical hazard communication requirements found in OSHA Standard 29 CFR 1910.1200. Contractor must obtain Safety Data Sheets (SDS) for all products used by Contractor, and provide copies of each MSDS to County and in each location where products are stored.

3. COUNTY-FURNISHED SUPPLIES & EQUIPMENT

County will furnish to Contractor, in quantities sufficient for the performance of the janitorial duties, the following supplies and equipment:

- Liners for wastebaskets, sanitary napkin disposal boxes, and other waste receptacles
- Toilet paper
- Foam or liquid hand soap
- Toilet plungers
- Trash containers and wastebaskets
- Water and electricity from existing onsite outlets, in quantities sufficient for the performance of the janitorial duties.

4. **SCHEDULE OF JANITORIAL DUTIES**

4.1 Janitorial duties for all facilities must be performed in accordance with the following schedules. Additional janitorial cleanings and service may be required when necessary, or upon request by County.

4.2 Daily schedule. At least once a day, Contractor must:
   a. Empty and reline trash receptacles inside the restrooms and within 50 feet of the building.
   b. Sweep and clean floors.
   c. Empty, clean, and disinfect sanitary napkin disposal boxes.
   d. Scrub, clean, disinfect and rinse all plumbing fixtures.
   e. Clean toilet stall partitions and interior walls.
   f. Check and resupply soap dispensers, toilet tissue dispensers, and deodorant cakes.
   g. Clean exterior concrete surfaces and vestibules, as necessary.

4.3 Weekly schedule. Not less than weekly, Contractor must:
   a. Clean exterior of building and vestibules.
   b. Sweep and wet mop pipe chase floors.

4.4 Monthly. Not less than monthly, Contractor must:
   a. Clean fluorescent fixtures, including exterior, tubes and diffusers.
   b. Clean exterior surfaces of exterior incandescent light fixtures.
   c. Clean interior and exterior surfaces of windows and skylights.
   d. Descale plumbing fixtures.
   e. Clean and disinfect floor drains.

5. **PERFORMANCE STANDARDS**

Contractor’s janitorial services must meet the ordinary standard of janitorial performance, including the standards described below.

5.1 **Trash Receptacle Emptying**: Trash receptacles and wastebaskets must be free of all trash and debris, and a new clean plastic liner installed. All emptied trash and debris must be placed at a designated receptacle at each park. Any debris or residue spilled during emptying or transporting must be retrieved and disposed of. Incidental trash and refuse within or adjacent to restrooms and receptacles must be removed at the time receptacles are emptied.

5.2 **Window Cleaning**: Window frames, sills, casings, and transparent surfaces must be free of dust, dirt, smudges, handprints, and foreign matter. Only window cleaner and clean rags may be used for window cleaning, and only cleaning agents approved for use on plastic may be used on skylights and plastic windows.

5.3 **Dusting**: Surfaces must be free of dust, litter, lint, and soil, using a dusting solution and saturate dust mops and rags to facilitate removal, except where the solution would damage the item being dusted.
5.4 Sweeping: Swept areas must be free of litter, dust, and foreign debris, including all exposed corners, steps, and stairs. Wastebaskets, trash containers, and other movable objects must be moved and the areas under such objects swept. On floors with a smooth surface, including tile and interior sealed concrete, Contractor may dust mop instead of sweeping.

5.5 Floor Cleaning: Prior to hosing, floors to be cleaned must be swept or vacuumed, and wastebaskets and other movable objects removed. Floors are to be cleaned using a pressure hose, stiff scrub brush, and squeegee to remove all soil and non-permanent stains from the surface, and a disinfectant used to sanitize the cleaned floor. Floors must be rinsed with clean water after application of disinfectant detergent solution, followed by removal of water using a squeegee. After cleaning, the surface must have a uniform appearance, with no standing water, streaks, detergent residue, or evidence of soil, with no splash marks or streaks on walls, baseboards, etc. Wastebaskets and trash containers must be moved back in place.

5.6 Cleaning of Plumbing Fixtures: A disinfectant solution must be used in cleaning all restroom fixtures. Cleaned fixtures must be free of streaks, stains, scale, scum, urine deposit, and rust stains. Fixtures must be dried after cleaning.

5.7 Wall Cleaning: Doors and door frames are to be cleaned along with walls. Cleaned walls and doors must be free of cobwebs, dust, dirt, soil streaks, detergent film or residue, splash marks, and other soil.

5.8 Counter Cleaning: Counter tops must be cleaned by hand using a sponge or cloth dampened in a disinfectant detergent solution, rinsed, and dried. Cleaned surfaces must be free of dust, dirt, soil streaks, soap scum, detergent film, or other residue.

5.9 Fluorescent Light Fixture Cleaning: Diffusers or lenses must be removed from each fixture and washed in detergent solution, rinsed, dried, and replaced. The balance of each fixture and lamp tubes must be cleaned with a damp cloth. Cleaned fluorescent light fixtures must be free of all dust, dirt, streaks, and detergent residue.

5.10 Incandescent Light Fixture Cleaning: Globes or shrouds must be removed from each fixture and washed in detergent solution, rinsed, dried, and replaced. The balance of each fixture and must be cleaned with a damp cloth. Cleaned fluorescent light fixtures must be free of all dust, dirt, streaks, and detergent residue.

5.11 Exterior Building Wall and Security Light Fixture Cleaning: Exterior building walls including louvers, screens, doors, frames, eaves, and overhangs must be free of all cobwebs, dirt, stains, insect or bird nests, graffiti, litter, etc., except for marks or materials that cannot be removed without damage to the painted surface. Exterior security light fixtures must be cleaned of all cobwebs, insects, dirt, etc. and the diffusers, flood light bulb, and fixture exterior surface cleaned with a damp cloth.

5.12 Cleaning and Disinfection of Floor Drains: Clean and remove all accumulated debris in the area of the drain. Remove drain covers with a screwdriver, clean and disinfect all parts, and replace and secure covers. Opened drains may not be left unattended while uncovered.

5.13 Descaling of Plumbing Fixtures: Using acid-type bowl cleaner and, when necessary abrasive compounds, remove scum, mineral deposits, rust stains, and other matter from toilet bowls, urinals, and sinks. After descaling, the entire surface must be free from streaks and residue. Caution must be used to prevent damage to adjacent surfaces caused by spills of cleaning compounds.
5.14 **Sanitary Napkin Disposal Box Cleaning:** Remove debris from wall or partition mounted disposal boxes, clean and disinfect all surfaces of fixture with detergent disinfectant solution, and reline with a correctly sized waste receptacle liner.

5.15 **Disinfection Cleaning:** Areas to be disinfected after cleaning include all surfaces of toilet bowls, urinals, lavatories, showers, dispensers, partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories and related surfaces using a disinfectant detergent solution applied with a clean sponge, polyester abrasive pad, toilet bowl mop, or synthetic fiber cloth.

5.16 **Refilling of Supplies:** Top up liquid hand soap dispensers, refill toilet paper and toilet liner dispensers, and place replacement deodorant cakes in urinals as necessary. Refilling of toilet paper may be required more than once per day.
EXHIBIT F – REVENUE, BILLING, AND PAYMENT

1. PAYMENTS TO CONTRACTOR

1.1 Amounts due to Contractor under this Contract will be determined as follows:

   a. Payment for campground and janitorial services. The amounts of:

      ▪ [amount, in dollars] per month in the period November 1 through March 31 of each year, and
      ▪ [amount, in dollars] per month in the period April 1 through October 31 of each year.

   b. Payment for campground reservation and customer service. A percentage of the campground reservation receipts (not including reservation fees) according to the following schedule:

      ▪ Caretaker-booked reservations (drop-ins): 2% of gross receipts
      ▪ All other reservations (from website, Parks staff, etc.): 1% of gross receipts

   c. For moorage and marina monitoring and maintenance, a percentage of the moorage receipts (not including reservation fees) according to the following schedule:

      ▪ Seasonal moorage: 5% of gross receipts
      ▪ Monthly/Weekly/Daily moorage: 25% of gross receipts

1.2 As a condition of payment from County to Contractor, Contractor must:

   a. Submit an accurate invoice monthly to County, not later than the 15th of each month, to receive payment in the first pay period of the next month. Invoices submitted later than the 15th of each month will be paid by the County within three weeks.

   b. Report to the County monthly all payments received and due, using an itemized voucher in a form acceptable by the County.

1.3 Payment terms. Provided that Contractor has timely submitted the reports described above, County will make payments to Contractor as follows:

   a. Monthly payments for campground and janitorial services will be made at the end of the first pay period of the month following the month of the services.

   b. Payment for campground reservation and customer service will be made quarterly not later than the last day of the month following the services.

   c. Payment for moorage and marina monitoring and maintenance will:

      ▪ For fees collected January 1 through May 15, payment will be made by County not later than the following June 30.
      ▪ For fees collected in the period of May 16 through December 31, payment will be made by County not later than January 31st of the following year.

1.4 At the expiration of the Contract period, including any extensions, and upon
satisfactory completion of the work of this agreement, County will pay Contractor the amount deposited under section 4.2 of Exhibit C and any remaining sums due according to Section 1.3 of Exhibit F within 30 days of termination of the Contract.

2. PAYMENTS TO COUNTY

2.1 Amounts due to County under this agreement will be determined as follows:

a. Fees and sales. Amounts collected by Contractor for sales and fees itemized in the following schedule are the property of the County:
   - Drop-in camping fees
   - Extra vehicle fees
   - Firewood sales
   - Ice sales
   - Day use fees
   - Annual parking pass sales
   - Moorage fees (if applicable)
   - Laundry fees (Richardson Park)

b. Concessions. 10% of the gross receipts from all concession sales, computed monthly.

2.2 Deposits of money due to County:

a. Fees and sales. All amounts collected by Contractor for fees and sales must be reported and deposited to the County weekly. Contractor must submit a completed Caretaker’s Weekly Income and Deposit Report to County at the same time the deposit is made.

b. Concessions. Amounts due to County as a percentage amount of concessions sales must be reported and paid to the County monthly, not later than the last day of the month following the month for which sales are reported and the percentage paid.
EXHIBIT G – PARK AREA MAPS

Richardson Park
Lane County Parks

Parking (572 Cars, 85 Cars & Trailers)
Disabled Parking Available
Restrooms (ADA)
Picnic Area (With Grills)
Playground
Boat Ramp
Unsupervised Swimming
Volleyball
Campground (ADA)
Showers (ADA)
Trash Receptacle
Campground Office
Point of Interest
Fee Station
Amphitheater

Fern Ridge Reservoir

Campground

Parking

Directions:

Parking

Fern Ridge Reservoir

Ownership: U.S. Government & U.S. Army Corps of Engineers

Lat/Long: 44°7’ 13.724”

Acres: 114.8

TRS: 170505