



**Lane County Fair  
Eugene, OR**

**REQUEST FOR PROPOSALS  
(FOR ELECTRONIC SUBMISSION)**

**FOR**

**Equipment & Decorator Services for the 2023, 2024 and the 2025  
Lane County Fair**

**PROPOSALS DUE:**

**Friday, October 21, 2022 at 4:30 P.M. local time**

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## 1. INVITATION TO SUBMIT PROPOSALS

Lane County Fair Board (LCFB) will receive the Request for Proposals (RFP) for: **Lane County Fair's Equipment and Decorator Services**

Until **4:30 p.m., local time, Friday, October 21, 2022.**

Submitted to:

Rachel Bivens, Marketing Manager, Assistant Fair Manager  
[Rachel@laneeventscenter.org](mailto:Rachel@laneeventscenter.org)

Briefly, the work of the RFP includes providing equipment and décor for the Lane County Fair including but not limited to tents, staging, lighting, pipe and drape, fencing and scrim, tables, trussing, etc. Proposals may be submitted for the entire Request for Proposals (RFP) for Lane County Fair's Equipment and Decorator Services or for specific sections of the RFP's equipment listed in Attachment D beginning on page 10. The contract(s) will be for a three year period beginning 2023 through 2025.

Proposals properly submitted and received will be opened immediately following the time proposals are due, and a list of the names of persons submitting proposals will be promptly sent to all such proposers, along with such other information as the public officer considers appropriate at the time.

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

1. Proposals must be submitted as an attachment to an email, submitted to the email address stated above.
2. The subject line of the email must contain the word "Proposal" and clearly identify the name of the RFP for which the proposal is submitted.
3. Unless otherwise stated in the Proposal Requirements, proposal documents may be submitted in PDF format only.
4. Proposals must not include .zip files, nor be more than 30MB in size.

Interested parties may download a complete set of RFP documents from the Lane County Procurement & Purchasing webpage at: [www.lanecounty.org/bids](http://www.lanecounty.org/bids).

The LCFB 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 such addendum will be issued by the LCFB in writing not less than 48 hours prior to the deadline for receipt of proposals. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the LCFB is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addendum issued must be included in the proposals received and will become part of any resulting contract.

The LCFB 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 LCFB 's finding that it is in the public interest to do so.

## 2. 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.

**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 Statements & Certifications 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, by email to the person identified for receipt of proposals, and may submit a new sealed proposal in the manner stated in the Invitation to Submit Proposals. 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 minor informalities, unless the proposal is withdrawn and resubmitted as described above.

### **3. 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's Procurement & Purchasing webpage listed above. 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 10 days prior to the deadline for submission of proposals.

LCFB will consider the protest if the protest is timely filed and contains all the following items:

- Sufficient information to identify the solicitation that is the subject of the protest;
- 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;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- The protest must state the changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the protest is based.

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. OPENING OF PROPOSALS

- 4.1 Proposals Held Until Time for Opening.** The LCFB will not examine any proposal prior to opening. The public officer designated for receipt of proposals may, as time allows, verify that the response document(s) attached to a submission was received intact, and may, but is not required to, notify a proposer that an emailed submission was received in a defective form.
- 4.2 Late Submissions.** Any proposal or modification received after the designated deadline will not be opened or considered.
- 4.3 Inspection of Proposals Submitted.** 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. PROPOSAL EVALUATION AND AWARD

- 5.1 Responsiveness.** Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by the RFP, which include at a minimum, but are not limited to:
- Submission of a completed Proposer Statements & Certifications Form in the form included as Attachment C.
  - Compliance with proposal procedures, public contracting laws, and the requirements of the Lane Manual.
  - 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 LCFB 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 D. 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, LCFB reserves the rights to:

- Reject any and all proposals,
- Issue subsequent Requests for Proposals for the same or similar goods or services,
- Not award a contract for the requested services,
- Waive any irregularities or informalities,
- Accept the proposal which the LCFB deems to be the most beneficial to the public and LCFB,
- Negotiate with any proposer to further amend, modify, redefine or delineate its proposal,
- 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
- 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 LCFB 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 LCFB will provide written notice of its intent to award to a given proposer or proposers at least 7 days before the award, unless the LCFB determines that a shorter notice period is more practicable. Unless otherwise stated in the RFP documents, the Notice of Intent to Award will be given by posting the notice on the Procurement & Purchasing webpage in the same location as the RFP posting.
- 5.5 Protest of Intent to Award.** Any proposer that submitted a proposal for the RFP and is is not recommended for award may protest the LCFB's recommendation for award. To be considered, the protesting proposer must be eligible to be awarded the contract in the event that the protest is successful. Determination on protests will be made by the decision maker, either the Board or the County Administrator, depending upon which has authority to execute the contract under County rules. To be considered, a protest must be submitted in writing and received within 7 calendar days after the Notice of Intent to Award is posted, and must 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 an opportunity for supplemental submission from those proposers that submitted proposals, if the LCFB finds 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**

A.1 The Lane County Fair, in releasing this RFP, intends to award a contract for a period of three (3) years, for the purpose of providing Equipment and Decorator services for the annual Lane County Fair in 2023 (July 19-23, 2023), 2024 (July 24-28, 2024), 2025 (July 23 – 27, 2025). Proposals may be submitted for the entire Request for Proposals (RFP) for Lane County Fair's Equipment and Decorator Services or for specific sections of the RFP's equipment listed in Attachment D beginning on page 10. Multiple contracts may be awarded depending on equipment inventory and availability for the Fair.

The equipment and decorator needs are as follows:

- Secure an equipment provider(s) to provide equipment and décor for the Lane County Fair included but not limited to tents, staging, lighting, pipe and drape, fencing and scrim, tables, trussing, etc.
- All equipment must be in clean, working condition and must abide by all Fire Marshal standards.
- Primary Installation of Equipment and Decor in the following time frames: Monday, July 10 – Sunday, July 16, 2023; Monday, July 15 – Sunday, July 21, 2024; Monday, July 14 – Sunday, July 20, 2025.
  - Installation of all equipment and décor needs to be completed no later the Tuesday prior to the start of each of the 2023, 2024 and 2025 Fairs. The following portions will however need to be completed in accordance with these timelines:
    - Interior Pipe & Drape – Saturday prior to the start of each of the 2023, 2024 and 2025 Fairs.
    - Exterior Gate and Lawn Tents – Saturday prior to the start of each of the 2023, 2024 and 2025 Fairs.
    - Exterior Vendor Tents - Sunday prior to the start of each of the 2023, 2024 and 2025 Fairs.
    - Exterior Beer Structures – Sunday prior to the start of each of the 2023, 2024 and 2025 Fairs.
    - Main Stage Tents – These tents may require late installation, as late as the Monday or Tuesday prior to the start of each of the 2023, 2024 and 2025 Fairs.
    - Specialty equipment installation timelines will be determined prior to Fair based on the specific item.

Additional equipment and décor with individual timelines to be determined between the equipment provider and the Fair prior to setup commencing.

- Determine an on-call point of contact that, if necessary, is able to return to the facility and assist with any changes that need to occur once the setup is complete.
- If equipment is not in inventory of the awarded contract(s), the provider will be expected to either procure requested items from other sources on the Fair's behalf or notify the Fair with ample time to make other arrangements.

- Removal of all equipment immediately following the conclusion of Fair. All holes created from staking tent structures must be filled by Friday post Fair.

## **ATTACHMENT B – REQUIRED ELEMENTS OF PROPOSALS**

### **1. PROPOSAL DOCUMENTS AND FORMAT.**

1.1 **Documents to be submitted.** The proposal submitted must include all of the following:

- Responses to each of the required items stated under 1.2, below.
- A completed and executed Proposer Statements and Certifications form.
- A statement of any exceptions taken to the requirements of this RFP.

1.2 **Format Requirements:** The proposal submitted must be in compliance with the following rules:

- Be in the order and numbering requested,
- Be submitted in the form and within the limitations stated in the Invitation to Submit Proposals,
- Contain primary text and headings in not less than 10 point type (with smaller text acceptable in notes, graphs, requested tables, and images), and
- Be limited to 10 pages, nominal 8.5" x 11" size. Pages used for a cover letter (which may not exceed two pages), section dividers, resumes, and exceptions are not included in the page limit.

### **2. REQUIRED RESPONSE CRITERIA.** The proposal must address each of the following:

The LCFB request the proposers respond to the following items in their bid submission:

1. Does the proposer own or possess the equipment requested in Attachment E?
2. If the proposer does not currently own the requested equipment, how do they plan to acquire it?
3. What is the current condition of the proposer's equipment? Picture may be requested for reference.
4. References are required. Please include up to three (3) references from fairs or events of similar size to the Lane County Fair.
5. Proposer to provide sample installation schedule for the requested equipment listed in Attachment E.
6. Proposer is to provide a breakdown of the bid cost and include a full list of equipment and services including the pricing for each type. Proposer must also include pricing for any additional operational costs, miscellaneous service costs or fuel costs in the proposal. Please include information and pricing on all additional products in inventory that are not requested on our 2022 order.



## **ATTACHMENT C – PROPOSER’S STATEMENTS AND CERTIFICATIONS**

Proposer's Name: \_\_\_\_\_

RFP Title: \_\_\_\_\_

### **PROPOSER 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 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.

### **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 statements and certifications as stated above.

**PROPOSER**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Proposer's legal name

\_\_\_\_\_  
Name of authorized signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID number

**OPTIONAL CONTACT INFORMATION REGARDING THIS PROPOSAL**

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

## **ATTACHMENT D – SELECTION PROCEDURE AND SCORING**

1. **SELECTION COMMITTEE.** The Selection Committee will be comprised of:

Corey Buller – Division Manager, Fair Manager

Rachel Bivens – Marketing Manager, Assistant Fair Manager

2. **EVALUATION PROCESS.** The selection process for this RFP will include the procedures checked 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 LCFB reserves the right to terminate the evaluation process after completion of any procedural stage when, in the LCFB's sole opinion, further evaluation procedures are not required for the LCFB to identify the proposer whose offer will best suit the interests of the LCFB.

3. **PROPOSAL SCORING.** The County will score proposals according to the following criteria:

	<b>Criterion</b>	<b>Points</b>
1.	Equipment Availability & Condition	40
2.	Proposaed Installation Schedule	20
3.	Background & Experience	20
4.	Total Cost to the Lane County Fair Board	20
5.		
6.		
	<b>Total Possible Points</b>	<b>100</b>

4. **SHORTLIST DETERMINATION.** If the LCFB 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.

# **ATTACHMENT E – 2022 EQUIPMENT AND DECOR ORDERS**

## **1. 2022 Primary Fair Equipment Order**

\* Please note this is the actual order for the 2022 Lane County Fair. The highlighted titles are indicators of specific locations within the Fair. A map and detailed instructions will be provided to the chosen provider that coincides with these titles.

<b>EQUIPMENT TITLE</b>	<b>QUANTITY</b>	<b>Per Unit Cost</b>	<b>Total Cost</b>
<b>MAINSTAGE AREA</b>			
<b>MSH</b>			
20 X 30 Tent - Main Stage Hospitality	1		
Sidewall for East, West, & South sides of Main Stage Hospitality	40ft		
Mesh Sidewall (on the east side)	20ft		
<b>MSM</b>			
10 X 20 Tent - Main Stage Merch	1		
Sidewall for Main Stage Merch (N,W,S sides)	40ft		
Signage Poles for on top of Tent (2 10ft bannesr)	2 10ft Sections		
<b>FOHMS</b>			
10 X 20 for Front of House Mixer--for Main Stage (on blocks)	1		
<b>CB</b>			
20 X 30 Tent for Concert Bar	1		
Sidewall for Concert VIP tent--S and W sides	40ft		
<b>South MS Entrance</b>			
10 X 20 Entrance Tent: SE Corner of Main Stage (on blocks)	1		
Sidewall for SE Corner Tent (10' on each side)	30ft		
Signage Poles for on top of Tent (2 10ft bannesr, 1 for each tent)	2 10ft Sections		
<b>Cyclone Fence Main stage - Backstage</b> *Needs to be staked	460ft		
<b>COMMERCIAL VENDORS</b>			
<b>CV: 1&amp;2</b>			
10X20; 8ft legs(CV1&2)	1		
Sidewall for Tents	30ft		
<b>CV: 4-8</b>			
10X50; 8ft legs (CV4-8; 10x30, 10x10, 10x10)	1		
Sidewall for Tent	80ft		
<b>CV: 10&amp;11</b>			
10X20; 8ft legs (10x20 tents)	1		
Sidewall for Tent	50ft		
<b>CV: 15-17</b>			
10X30; 8ft legs (1 10x20 tent, 1 10x10 tent)	1		
Sidewall for Tent	60ft		
<b>CV: 19-24</b>			
10X60; 8ft legs (CV19-24; 10x20, 10x20, 10x20)	1		

Sidewall for Tents	100ft		
<b>CV: 30-33</b>			
10x20 Tent, 8ft legs (CV 30&31)	1		
10x20 Tent, 8ft legs (CV 32&33)	1		
Sidewall for Tents	80ft		
<b>FOOD AREA</b>			
<b>(F1-F4)</b>			
20 X 20 High Peak - Food Court	4		
<b>Budweiser Bar</b>			
40 X 40 Tent - Beer Tent <b>** Tent on 10' legs</b>	1		
Side Wall for East Beer Tent - West Side, wrap 10' on N & S sides	60ft		
<b>2 Rivers Tap House</b>			
40 X 80 Tap House Beer Tent - Beer Near Food	1		
Sidewall for 40 X 70 Tap House Beer Tent - 40' on East Side wrapping 10' on each the North and South Side	60ft		
High Bay Lights for 40 X 70 Tap House Tent - (1 Center and 1 West Side) <b>** Tent on 10' legs</b>	2		
<b>McKenzie Bar</b>			
40 X 60 Budweiser Beer Tent - South, parallel to tap house <b>** Tent on 10' legs</b>	1		
High Bay Lights for 40 X 60 Tent - center	2		
<b>LIC</b>			
20X20 Tent,	1		
Sidewall for Tent	20ft		
<b>OFC</b>			
10X20 Tent, 8ft legs, corners on blocks	1		
Sidewall for Tent	20ft		
<b>KD</b>			
10X20 Tent, 8ft legs, corners on blocks	1		
Sidewall for Tent	20ft		
<b>NEL</b>			
10X10 Tent, 10ft legs, corners on blocks	1		
Sidewall for Tent	30ft		
<b>MPTSF</b>			
10X20 Tent, 10ft legs, corners on blocks	1		
Sidewall for Tent	40ft		
<b>(FS2)</b>			
Cyclone Fence for the S Food Row	240ft		
<b>(FS3)</b>			
Cyclone Fence for the E end of Food Row	40ft		
<b>(FS4)</b>			
Cyclone Fence for the W end of the Food Row	40ft		
<b>(FS5)</b>			

Cyclone Fence for West of South Food Row, Near Pizza Shack * Includes 4 Kick Panels to prevent against heavy winds	60ft		
<b>(TW)/K-17</b>			
10 X 10 Tent, 8ft legs - Table Washers (on blocks)	1		
Sidewall for Table Washer Tent	30ft		
<b>CS</b>			
20 x 28 Community Stage (18" height)	1		
Community Stage Cover ( 30 X 30)	1		
Stairs Leading up to Stage	1		
Stage Railing	8		
ADA Stage Ramp	1		
10 X 10 Dressing Room by Community Stage	1		
Sidewall for Dressing Room by Community Stage	40ft		
<b>GROUNDS ENTERTAINMENT</b>			
<b>CV: 37 &amp; 38</b>			
10x20 Tent, 8ft Legs	1		
Sidewall for tents	30ft		
<b>CV: 42-45</b>			
10x40 Tent, 8ft Legs (10x10, 10x30)	1		
Sidewall for tents	70ft		
<b>CV: 48</b>			
10x10 Tent, 8ft Legs (CV54)	1		
Side Wall for 10X10 Tent	30ft		
<b>CV: 52-56</b>			
10x50 Tent, 8ft Legs (10x30, 10x20)	1		
Side Wall for tents	80ft		
<b>Willamette Bar</b>			
40 X 60 Tent - Grounds Entertainment Seating Area <b>** Tent on 10' legs</b>	1		
High Bay Lights for 40 X 60 Willamette Bar -	2		
<b>CONVENTION CENTER LAWN</b>			
<b>(EMS)/AB-18</b>			
10 x 20 Tent - Fire & EMS-EH Lawn	1		
Sidewall--Mesh for Fire & EMS-(N,E,W sides)	40ft		
<b>(PEP)</b>			
10 X 20 Tent - Pepsi- NW Side of CS	1		
Sidewall for Pepsi-EH Lawn (N,E,S sides)	40ft		
<b>ENTRY GATES</b>			
<b>PURPLE GATE/LOT</b>			
10 X 10 Tent - Security Tent (On Blocks)	1		
<b>RED GATE</b>			
10 X 20 Tent - Bag Check Gate (On Blocks)	1		
<b>BLACK LOT</b>			

10 X 10, Gate on 13th (On Blocks)	1		
<b>BLUE/ C Gate</b>			
10 X 10, Entrance on 13th (On Blocks)	1		
<b>ORANGE GATE</b>			
20 X 30 Bag Check Tent (On blocks)	1		
10 X 10 Tent (On Blocks) - For gate staff	1		
Cyclone Fence for AUD Courtyard	100		
<b>BACK OF CONVENTION CENTER</b>			
10 X 10 Tent - Security Tent (On Blocks)	1		
<b>GREEN/E GATE</b>			
10 X 10 Tent - Security Tent (On Blocks)	1		
<b>YELLOW GATE</b>			
10 X 20 Yellow Gate (Needs block for 1 leg)	1		
20 X 30 Bag Check Tent	1		
20 X 30 Seating Tent	1		
<b>G GATE</b>			
10 X 10 Tent - G Gate, for Security (On Blocks)	1		
<b>H GATE</b>			
10 X 10 Tent - G Gate, for Security (On Blocks)	1		
<b>(FENCE1)</b>			
Cyclone Fence at LSB lot for camping	440		
<b>INDOOR PERFORMANCE HALL</b>			
<b>Pipe &amp; Drape</b>			
3ft Drape in between booths - COUNTS ARE APPROXIMATE, Colors are TBD based on availability.	420		
8ft Drape for back of booths - COUNTS ARE APPROXIMATE, Colors are TBD based on availability.	420		

## 2. Shade Cloths

- (1) 40' X 80' Truss Structure Shade Cover at 12' Tall
- (2) 40' X 40' Truss Structure Shade Covers at 12' Tall

## 3. Main Stage Production Equipment, Front of House

- (1) FOH Sound Platform, 16' X 20' at 12" Tall
- (1) Spotlight Platform, 8' X 12' at 8' Tall

## 4. Main Stage Dressing Rooms

- (1) Dressing Room with Decoration
  - Items to include but are not limited to 12' Tall Black Velvet Pipe & Drape, Carpeting, Lighting, Labor and installation.
- (1) Furniture for Dressing Room
  - Items to include but are not limited to Love Seats, Couches, End Tables, Bistro Tables, Bistro Table Chairs, Etc.

*Please note that additional equipment may be requested outside of items listed in the provided 2022 orders.*

# **ATTACHMENT F - PROPOSER STATEMENTS AND CERTIFICATIONS**

Proposer's Name: \_\_\_\_\_

RFP Title: \_\_\_\_\_

## **PROPOSER 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 LCFB 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 Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify the LCFB 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 statements and certifications as stated above.**

**PROPOSER**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Proposer's legal name

\_\_\_\_\_  
Name of authorized signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID number

**OPTIONAL CONTACT INFORMATION REGARDING THIS PROPOSAL**

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

## **ATTACHMENT G – SAMPLE CONTRACT AND INSURANCE REQUIRED**

1. **CONTRACT FORM.** The contract resulting from this RFP will be prepared using the standard Lane County contract form checked here. The County's standard contract forms may be downloaded from the Lane County Procurement & Purchasing webpage at: [www.lanecounty.org/bids](http://www.lanecounty.org/bids). *Check just one of the boxes below.*

- A-1 Goods and/or Services Contract form
- A-3 Professional (non-design) Services Contract form
- Other contract form included with this RFP

2. **INSURANCE REQUIREMENTS.** The insurance requirements for the contract resulting from this RFP will be as stated on the following page, "INSURANCE COVERAGES REQUIRED".

3. **PROPOSER COMMENTS ON CONTRACT FORM AND INSURANCE REQUIREMENTS.**

Any proposer may take exception to conditions in the County's contract form and insurance requirements by including such exceptions and any proposed changes with the proposal submitted.

The County will consider any proposed changes, inclusions, or exclusions in determining proposal responsiveness or in scoring the proposal.

## LANE COUNTY GOODS/SERVICES CONTRACT

### CONTRACT TITLE

This **Contract** is entered into by and between Lane County/Lane County Fair Board, a political subdivision of the State of Oregon ("**County**"), and **Contractor's legal name**, a **state of origin and entity type** ("**Contractor**"), each a "**party**," and referred to collectively in this Contract as "**the parties**." County and Contractor agree as follows:

#### 6. STATEMENT OF WORK (the "**Work**")

- 6.1 Contractor will furnish or perform **a brief description of the work, OR if not described elsewhere, a detailed description of the work** in accordance with the requirements of this Contract.
- 6.2 The scope of Contractor's Work is further described in Exhibit A.
- 6.3 Contractor must perform the Work in a manner consistent with the offers and statements in Exhibit D.

#### 7. CONTRACT DOCUMENTS

- 7.1 **The Contract.** The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
- 7.2 **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 X** **Enter any additional exhibits here**
- 7.3 **Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A, Exhibit D, other Exhibits.

#### 8. CONSIDERATION AND PAYMENT

- 8.1 **Consideration.** In consideration for Contractor's performance, County agrees to pay **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.
- 8.2 **Payment.** Payment will be made "**upon completion,**" **OR the amount per period, OR other terms agreed upon for payments**. Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.

#### 9. EFFECTIVE DATE AND DURATION

- 9.1 **Effective Date.** Upon the signature of all parties, this Contract is effective **specific start date, OR delete this highlighted text to make it effective upon signature**.
- 9.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate **enter an end date, OR within a period of days or years**. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

#### 10. AUTHORIZED REPRESENTATIVES AND NOTICE.

Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

- 10.1 **County's Authorized Representative.** **representative's name, title, telephone number, email address, and any other desired contact information here**. If none, state "None assigned".
- 10.2 **Contractor's Authorized Representative.** **representative's name, title, telephone number, email address, and any other desired contact information here**. If none, state "None assigned".

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in

this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

**11. SPECIAL CONTRACT PROVISIONS.**

**11.1 Minimum Wage Rates.** This Contract **is is not** subject to Federal Executive Order 14026 requiring that workers working on or in connection with a Federal Government contract be paid an hourly minimum wage of \$15.00. All workers not subject to the Federal minimum wage must be paid not less than the Oregon minimum wage for their work location.

**11.2 Compliance with Coronavirus Guidelines, Laws, Rules, and Orders.** Each of the parties is aware of the COVID-19 emergency and agrees that it is and will remain familiar with the CDC prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract, and will take all necessary precautions relating to COVID-19, including those set out in the guidelines, laws, rules, and orders described in this paragraph. The parties have anticipated the costs of compliance with the present guidelines, rules, laws, and orders prior to entering into this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' ability to carry out their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.

**11.3** Enter here any agreed modifications to the terms contained in the contract conditions or exhibits, OR if none, delete this section.

**12. MULTIPLE COUNTERPARTS.** The 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 the 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 COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- 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.

- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).

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

**CONTRACTOR:**

**ENTER CONTRACTOR'S LEGAL NAME**

**COUNTY:**

LANE COUNTY FAIR BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Lane Events Center Business Office

796 W 13<sup>th</sup> Ave

Eugene, Oregon 97402

\_\_\_\_\_

\_\_\_\_\_

Tax ID No.: \_\_\_\_\_

## EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

### 1. CONTRACTOR'S STATUS

- 1.1 **Independent Contractor.** 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. 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.
- 1.2 **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.

### 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. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees 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 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 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, 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. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.
  - 2.5.1 If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

### 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
- 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 Procurement and Purchasing webpage at: [www.lanecountyor.gov/bids](http://www.lanecountyor.gov/bids).

#### 4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

- 4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4 If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that 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, in accordance with ORS 279A.120.
- 4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 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: [www.dol.gov/olms/regs/compliance/EO13496.htm](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.
- 4.8 **Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made may make, or causes to be made that pertains to this Contract or to the Work of the Contract.
- 4.9 **Compliance with Law.** In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state and local law, including all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

#### 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. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.
- 5.2 **Termination:**
  - 5.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.

**5.2.2** 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.

**5.2.3** If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in this Contract, County may suspend the Work of this Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate this Contract.

**5.2.4** County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

**5.2.5** Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

**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 Contract or applicable law.

**5.4 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default 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 the supplies or services 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 a 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 other cooperative dispute resolution process.

**6.2 Choice of Law, Venue, and Jurisdiction.** 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. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. 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 Attorney Fees.** In the event an action, suit of proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

## **7. MISCELLANEOUS PROVISIONS**

**7.1 Public Records.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.



- 7.2 Merger and Construction.** 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. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 7.3 Waiver.** Failure of County to enforce any provision of this 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.
- 7.4 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.
- 7.5 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.
- 7.6 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions 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.

## LANE COUNTY INSURANCE COVERAGE REQUIREMENTS

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 WITH ADDITIONAL INSURED ENDORSEMENT** 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)

**MINIMUM POLICY LIMITS**

- \$2 million per occurrence\*/\$4 million aggregate\*
- \$ \_\_\_\_\_ occurrence / \_\_\_\_\_ aggregate (Amount pre-approved by Risk Management or required by contract)
- Amount required by funding source

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

\*Umbrella or Excess 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.

- ADDITIONAL INSURED ENDORSEMENT** for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a 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 either by a copy of your policy or by separate blanket endorsement.

- When this box is checked, the Additional Insured Endorsement for this contract MUST be by scheduled (or named) endorsement only, and must read:*

"Lane County, its officers, agents, employees and volunteers are named as additional insureds" with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement**, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

- AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT:** 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 or Excess 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 pre-approved by Risk Management and required by contract: \$ \_\_\_\_\_  
 Amount required by funding source: \$ \_\_\_\_\_

- 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. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

**EMPLOYER'S LIABILITY**  Statutory amount (currently \$500,000 in Oregon, other states may vary)  
 Other: minimum of \$1,000,000 when not regulated by statute

- OTHER:**  **CYBER** coverage in the amount of \$2,000,000  
 **PROFESSIONAL LIABILITY** coverage: limits not less than \$ \_\_\_\_\_ (\$1,000,000/occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.  
 **POLLUTION LIABILITY** coverage: limits not less than \$ \_\_\_\_\_ (\$1,000,000/occurrence minimum when required). Coverage must be continuous for 24 months from the end of the project and shall include completed operations.  
 \_\_\_\_\_ : limits not less than \$ \_\_\_\_\_ (\$1,000,000/occurrence minimum unless indicated)  
 \_\_\_\_\_ : limits not less than \$ \_\_\_\_\_ (\$1,000,000/occurrence minimum unless indicated)

- CERTIFICATE HOLDER:** Lane County, its officers, agents, employees and volunteers, c/o \_\_\_\_\_

- LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER.** The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

- DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.**

This document is an attachment to and part of your contract with Lane County.  
 Lane County Risk Management / LCRISKMG@co.lane.or.us