



LANE COUNTY, OREGON

Lane County Public Works

Lane County Fair Board

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

CARNIVAL RIDES – GAMES – CONCESSIONS LICENSE

Contract LCFB #202325

PROPOSALS DUE:

4:00 p.m., local time

January 17, 2023

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REQUEST FOR PROPOSALS

1. INVITATION TO SUBMIT PROPOSALS

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

CARNIVAL RIDES – GAMES – CONCESSIONS

Until:

4:00 p.m., local time, January 17, 2023

Submitted to:

Corey Buller, Fair Manager

corey@laneeventscenter.org

Briefly, the work of the RFP is for the Lane County Fair Board (LCFB) to secure a carnival operator with the ability to provide a fully safe and operational carnival including quality rides, games, shows, and concessions for the Lane County Fair. The contract will be for a 3-Year period from July 1, 2023 through July 30, 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 all the following 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 clearly identify the submission as a response to this specific RFP,
3. Unless otherwise stated in the Proposal Requirements, proposal documents may be submitted in PDF format only, and
4. Proposals must not include .zip files, and cannot be more than 30 megabytes in size.

Interested parties may download a complete set of RFP documents from the Lane County Fair Bids page at <https://www.atthefair.com/service-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 posted and may be downloaded from the Procurement & Purchasing webpage in the same location as the RFP posting. 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 addenda 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 LCFB 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 LCFB 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 LCFB 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 LCFB'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 LCFB will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the LCFB 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 LCFB 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 LCFB 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 LCFB, 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, Lane 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 LCFB Administrator, depending upon which has authority to execute the contract under LCFB 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.

TIME TABLE

| | |
|---|-------------------|
| Specifications comments/inquiries | December 19, 2022 |
| Response to comments/inquiries | December 27, 2022 |
| Proposals due by: 4:00 p.m. | January 17, 2023 |
| Recommendation for award mailed | January 24, 2023 |
| Appeals due | January 31, 2023 |
| Response to appeal | February 7, 2023 |
| Fair Board to award License | February 14, 2023 |

ATTACHMENT A – SCOPE OF SERVICES REQUIRED

1. LICENSEE must provide a fully safe and operational carnival including quality rides, games, shows and concessions.
 - 1.1 LICENSEE must provide a maximum of 30 games, a maximum of eight (8) food booths, a maximum of two (2) novelty stands, a minimum of fifteen (15) Kiddie Rides, fourteen (14) Major Rides and six (6) Spectacular Rides.
2. LICENSEE shall provide personnel and management expertise.
 - 2.1 Management philosophies, practices, and policies must be up to date and based upon industry best standards or practices to ensure professional personnel actions during execution of the license.
 - 2.2 Management shall operate in a manner that enhances or supports the Fair and the current mission statement. The Lane County Fair mission statement is to entertain and educate Fair visitors and celebrate our communities' traditions, talents, diversity, and agricultural and urban heritages by producing a Fun, Family Friendly, Safe event geared towards all residents from all demographics of Lane County and beyond.

Lane County and LCFB centers equity and inclusion as one of its organizational values. Equity to us means that all people—regardless of race, ethnicity, age, gender, sexual orientation, religion, zip code, health and ability status, or any other consideration—have equal and inalienable dignity, value, and opportunity to experience all services and activities justly, fairly, and fully. LCFB, along with Lane County staff, will provide an Equity statement prior to the annual Fair. LCFB will require a review by Management of all products and materials to be displayed, sold, or offered as prizes prior to the opening of each Fair covered by the contract. Any items that do not meet the LCFB equity values will be removed and replaced as appropriate by licensee staff.
3. LICENSEE shall provide expertise and content of promotional programs.
 - 3.1 Programs must fit into theme and goals of the fair including diversity, equity and inclusion.
 - 3.2 Programs must be designed to increase attendance and acceptance of fair in the area it represents.
4. LICENSEE shall demonstrate a high degree of expertise and performance during the term of the license.
 - 4.1 All games, rides, shows, and attractions must open on time.
 - 4.2 Down time for any rides, games, shows or concessions, if any, must be very limited.
 - 4.3 A clean and exceptional appearance of operation must be maintained.
 - 4.4 Professional techniques in all posting of signage must be used.
 - 4.5 All games must fully comply with legal standards; no gambling is allowed.

Licensee must have a written policy detailing efforts to accommodate those people who experience physical or cognitive disabilities and/or barriers to full participation and how staff are expected to implement those efforts. Written copy of that policy must be made available to LCFB prior to opening of annual Fair.

5. LICENSEE must ensure the Fair is safe at all times.
 - 5.1 At all times during the license term, Licensee must exercise due care that is reasonable and prudent to ensure safety of all concerned.
 - 5.2 LICENSEE shall endeavor to ensure that his actions cannot be judged negligent in any way.
6. Attach as Exhibits A, A-1, A-2, A-3, A-4 a complete list of rides, shows, games, food concessions, and other equipment that you can currently provide to the Fair. Include descriptions of all rides, games, shows and concessions that will be provided for the first year of the License.
7. Attach as Exhibits A-5 and A-6 the 2021 Route, July 1st through August 6th, and the 2022 Route, July 1st through August 6th.
8. List and describe promotions that the carnival operator will provide for the 2023-25 Fairs.
9. Attach letters from three financial references – banks, credit organizations, rides, manufacturers, major supplies, etc. – you have done business with during the last two years.
10. List all liability loss payment and outstanding claims relating to personal injuries in excess of \$5,000 for each person or occurrence during the last two years. Briefly explain how each loss occurred. Attach insurance company loss records and company name for verification.
11. List all oral and written information of mechanical or safety deficiencies of the rides during the last two years. This information may include, but is not limited to, ride inspection information from federal, state or local agencies, or your insurance representatives. If this information is already available through another entity, please describe where it can be obtained.
12. Explain current safety policies and procedures that affect employees and the public.

EXHIBIT A – MAJOR RIDES AND SHOWS

ATTACHMENT B – REQUIRED ELEMENTS OF PROPOSALS

1. PROPOSAL DOCUMENTS AND FORMAT.

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

- Responses to each of the required items stated under 1.2 below,
- A completed and executed Proposer Statements and Certifications form, and
- 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 **100**, 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:

2.1 All proposals received in proper form will be evaluated according to the following criteria by the evaluation committee composed of one Lane County Fair Board member, Fair Director and Assistant Manager:

1. Financial offer as described on attached financial proposal form.

2. Quality and quantity of rides, games, shows & other concessions:

- a. Maximum Number and variety of: Kiddie Rides, Major Rides, Spectacular and Games & Concessions
- b. Please include information on which of the above items are in your inventory and which, if any, will be subcontracted to fulfill the total number of rides, games and/or concessions required under this contract.

3. Professionalism of operation: please provide a description of how you provide and ensure the following:

- a. Management
- b. License compliance
- c. All rides, games, shows, and attractions, and concessions: Open on time daily, Operate full time,
- d. Lot and personnel cleanliness, General appearance
- e. Proper posting of information and signage
- f. Timely payments of funds to previously contracted fairs
Financial references - references of fairs or facilities where carnival has performed
- g. Policies and procedures to accommodate those with limitations or disabilities
- h. Diversity/equity/inclusion statement or policy of the organization

4. Safety: please provide information on the following:

- a. Liability/loss records for last two years
- b. Demonstration of properly licensed and mechanically sound rides for the past two years
- c. Current safety policies and procedures

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 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 D – SELECTION PROCEDURE AND SCORING

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

Corey Buller, Fair Manager
 Rachel Bivens, Assistant Fair Manager
 Fair Board Member

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 LCFB will score proposals according to the following criteria:

| | Criterion | Points |
|----|--|---------------|
| 1. | Financial offer as described on attached financial proposal form | 25 |
| 2. | Quality and quantity of rides, games, shows & other concessions | 25 |
| 3. | Professionalism of operation | 25 |
| 4. | Safety | 25 |
| | Total Possible Points | 100 |

4. SHORTLIST DETERMINATION. If the LCFB is unable to make a determination of the best proposal based upon the proposal scoring, the LCFB 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 interview 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.

5. **INTERVIEW SCORING (if used).** The LCFB will score interviews according to the following criteria. Each proposer’s interview score will be added to the proposer’s RFP score to produce a final score.

| | Criterion | Points |
|----|---|---------------|
| 1. | Presentation | 25 |
| 2. | Willingness to work with Fair to promote and deliver a safe, inclusive experience | 25 |
| 3. | Willingness to work with Fair to provide value to patrons | 25 |
| 4. | History of making changes or adjustments based upon challenges or issues | 25 |
| | Total Possible Points | 100 |

ATTACHMENT E - FINANCIAL PROPOSAL

For each Fair, Licensee agrees to pay the Lane County Fair Board, in accordance with the terms of the contract, the following amounts:

(1) Two Hundred Thousand Dollars (\$200,000) or _____ (___%), of the first _____ Hundred Thousand (\$_____) of the gross receipts plus _____ percent (___%) of any gross receipts above _____ Hundred Thousand Dollars (\$_____), from all side shows and rides, whatever nature, for which an admission or use charge is made by Licensee, whichever amount is greater.

(2) For all concession space and food booths, occupied and operated by Licensee and which are not included in paragraph (1) above, the flat sum of _____ Thousand Dollars (\$_____).

(3) Licensee will pay _____ Thousand Dollars (\$_____) per year for physical improvements and special costs associated with carnival operation, including promotion, to the carnival area for three years, a total of _____ Thousand Dollars (\$_____).

(4) The term "gross receipts" as used herein means all receipts before any deduction of any nature whatsoever, but does not include any local, state or federal taxes collected by Licensee or Licensor in connection with selling admission tickets for rides and concessions.

(5) Any payment that is due Licensor and becomes delinquent, shall accrue interest at the rate of 9% per annum, calculated and compounded on a daily basis, beginning on the 5th day of delinquency and ending on, but not including, the day on which the delinquency and accrued interest are paid in full. The accruing or paying by Licensee of late payment interest shall not be deemed to be a substitute for prompt payment by Licensee, and Licensee shall be in default upon failure of Licensee to pay any fee, charge, utility service bill, tax or other charge within ten (10) days after the same becomes due.

(6) Licensee shall reimburse Licensor for the actual cost of tickets, cash and ticket pickup and delivery personnel, and accounting supervisors, incurred by the Licensor.

(7) Licensee shall reimburse the Board for the cost of electricity, telephone, garbage and other services used or requested by Licensee.

Signed By: _____

Authorized Representative of: _____
(COMPANY)

ATTACHMENT F – SAMPLE CONTRACT AND INSURANCE REQUIRED

- 1. CONTRACT FORM.** The contract resulting from this RFP will be prepared using the standard Lane County Fair Board 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.

- 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 LCFB’s contract form and insurance requirements by including such exceptions and any proposed changes with the proposal submitted.

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

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 WITH ADDITIONAL INSURED STATUS 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*
- Amount required by funding source \$ /\$
- Other Amount pre-approved by Risk Management: \$ occurrence /\$ 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 approved 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 STATUS 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, excluding Professional Liability coverage. The contract **MUST** either include language that the additional insured status is required, or include this Insurance Coverages Required document as an attachment, 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 status 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 STATUS: 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).

- LIMITS**
- \$2 million combined single limit per accident for bodily injury and property damage
 - Amount required by funding source: \$ /\$
 - Other Amount pre-approved by Risk Management: \$ /\$

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.

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

OTHER – All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable. All coverages, except Professional Liability, must contain blanket Additional Insured status, unless otherwise indicated.

- CYBER** coverage in the amount of \$ (\$2,000,000/occurrence minimum unless indicated).
- PROFESSIONAL LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- POLLUTION LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- Type:* : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).
- Type:* : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).

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

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.

Your Lane County Contact: email: Phone: