



LANE COUNTY, OREGON



PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS

**Fleet Management Replacement and
Life Cycle Management Consulting Services**

RFP #AS-11/12-05

**Proposals Due
October 31, 2011 at 5:00 PM PST**

REQUEST FOR PROPOSALS

RFP #AS-11/12-05

Fleet Management Replacement and Life Cycle Management Consulting Services

Lane County Public Works is soliciting proposals from interested Consultants for Fleet Management Consulting Services. Fleet Services is a Division of the Lane County Public Works Department and provides fuel, maintenance, and replacement services for all County-owned vehicles and heavy equipment.

Sealed Proposals

Proposals shall be submitted with an original and six (6) copies, and shall be received before **5:00 PM PST October 31, 2011**. The envelope used for the submittal of the proposal shall be plainly marked with the following information:

1. Consultant's name, address and telephone number
2. Request for Proposal Number and Due Date
3. Proposal title: Response to Request for Proposals for Fleet Management Replacement and Life Cycle Management Consulting Services.

Proposals are invited from all qualified respondents. Lane County is an Affirmative Action/Equal Opportunity Employer. Interested minority businesses are encouraged to submit proposals.

No proposals will be accepted via fax. Proposals will not be accepted or considered after the deadline for receipt of proposals. The proposal acceptance period must be a minimum of sixty (60) calendar days. Proposals providing less than sixty (60) days for acceptance may be considered nonresponsive and may be rejected.

Conditions of Award

The County may award a contract resulting from this solicitation to the Proposer whose offer conforming to this solicitation will be most advantageous to the County. The County may reject any or all offers if such action is in the best interest of the County. The County may waive informalities and minor irregularities in proposals received. The County may at its discretion award a contract based solely on the submitted proposals. Therefore, proposals should be complete and contain the proposer's best terms and conditions in providing their services. Any contract resulting from this solicitation shall incorporate the Standard Provisions contained in this solicitation package (Section G). This Request for Proposal (RFP) is not to be construed as a commitment of any kind nor does it commit the County to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

Each proposal must be submitted in the requested format and contain a statement as to whether the Proposer is a resident Proposer, as defined in ORS 279.120. All Proposers are required to comply with the provisions of ORS 279A and 279 B and the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended. All Proposers shall be required to comply with the provisions of ORS 656.017 regarding Workers' Compensation or be exempt under ORS 656.126.

Proposed Implementation Schedule

The schedule below expresses the present intent of Lane County. It is not a representation, agreement, or promise that, in fact, any projected date will be met.

Schedule of items	Date
Issue Request for Proposals	October 13, 2011
Proposals due prior to	October 31, 2011 5:00 PM
Interviews/Oral presentations (tentative)	November 7, 8, 9, 2011
Notice of Intent to Award Contract issued no later than	November 10, 2011
Contract services to begin no later than	December 1, 2011
Field work to be completed no later than	December 31, 2011
Draft report due no later than	January 17, 2012
Final report with recommendations due to County no later than	February 15, 2012

County Contact Information

Please direct all RFP responses and/or questions to:

Betty Mishou, Lane County Public Works Administrative Services Division
3040 North Delta Highway
Eugene, Oregon 97408
Phone: (541) 682-6920

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SECTION A

Background

Background

Lane County (4,620 sq. mi, pop. 351,715) is geographically situated on the west side of Oregon, midway down the state's coastline, spanning from the Pacific Ocean to the Cascade Mountains. Nearly the size of Connecticut, it is Oregon's 4th most populous County.

Lane County Public Works is a broad-based organization which provides roads, parks, solid waste disposal, fleet, and land use/building services. The Fleet Services Division provides maintenance services and fuel to the County fleet which includes approximately 400 light-duty vehicles and over 200 pieces of heavy equipment. Fleet Services also administers the equipment replacement program for the County fleet. The equipment replacement program is an internal service fund structure where service charges to users recover operating costs as well as provide for savings towards future purchases of replacement equipment.

Fleet uses several different pieces of computer software to manage their operations. "Fuel Focus" controls operations at the fuel pump. It feeds data to "Fleet Focus" which manages the fuel data as well as repair order data. "Fleet Focus" then interfaces with "Fleet Manager", a software system designed in-house, which processes the financial transactions such as assigning costs and billing. It also tracks all data pertinent to the replacement program.

The goal of these software systems is to accurately record, track, assign, and report on costs, revenues, and equipment transactions. Ideally, the flow of information from the pump or repair shop to the billings clerk, cost analysts, and customers should flow seamlessly to provide accurate and timely information.

This study is intended to evaluate all aspects of the Fleet Division's financial systems. In addition, the County desires a modern fleet management program and wants to utilize best management practices and techniques that are precise and well-established. The Consultant is charged with identifying where "best management practices" are being used and also identify areas where opportunities for improvements can be made. At a minimum, the following areas must be assessed:

- Shop labor rates and charge-back rate development methodology
- Fleet replacement funding
- Fleet life-cycle cost analysis and efficiencies that can significantly reduce life-cycle costs of the fleet
- Fleet management information system
- Fleet utilization/procurement system
- Alternative service delivery approaches

SECTION B

Scope of Work and Deliverables

Scope of Work

The Consultant will undertake a comprehensive review of the Fleet Services Division's financial management. The Consultant should determine if the County is following best practices for fleet management, given the environment in which the Fleet Services Division operates. Specific areas for review include, but are not limited to:

- Analysis of the reasonableness of the fleet replacement plan and the manner in which it is developed
- Analysis of fleet life-cycle costs and the methodology with which equipment rent rates and fuel are determined
- Analysis of the methodology for tracking equipment values, economic life designations, depreciation, and disposals; and all financial processes related to the billing system, financial reporting, and all associated financial systems
- Analysis of Lane County's Replacement Fund funding levels to determine if they are reasonable and comparable to industry standards and/or other governmental entities.
- Determine funding requirements under alternative financing approaches

The Consultant's report should note all items and areas which the Consultant either finds deficient or otherwise inadequate to properly and thoroughly achieve the business objectives it is meant to address. In addition, the Consultant should provide suggestions for improvement accompanied by an applicable implementation plan to bring the Fleet Division's processes in line with local governmental industry standards.

Deliverables

At a minimum, the following deliverables are expected:

Activity 1 - Project Startup Consultation Meetings

At the start of the project, the Consultant will be required to meet with the Lane County Public Works Management to gain an understanding of fleet financial operations and concerns. The Consultant shall have no administrative authority. The County will provide all applicable fleet data and written documentation on the County's fleet financial operations including financial records, equipment records, policies and procedures, inventory of equipment, etc, necessary to understand the fleet financial operations.

Activity 2 - On Site Assessment

The Consultant must schedule time to provide an on-site assessment. The Consultant will have access to, and is expected to schedule time to spend on-site with fleet maintenance, finance, public works administration and appropriate staff. The Consultant will review administrative, financial, and applicable field processes including, but not limited to: review of administrative processing systems, all financial systems and processes, equipment inventory management, key policies, etc. The Consultant will be expected to identify strategic and financial gaps, isolate best practices, identify areas of opportunity for improvements and communicate findings.

Activity 3 – Review Fleet Customer Reporting Needs

An important measure of fleet performance is customer satisfaction. Therefore, the Consultant is required to interview fleet customers that are representatives from County departments and divisions that utilize fleet services. The goal of the interviews is to determine their level of satisfaction with the quantity and quality of fleet information and financial data available to them as well as Fleet's responsiveness to customer requests.

Activity 4 – Review and Evaluate the Fleet Replacement Program

The Consultant will assess the existing method of financing the operation and capital replacement of the fleet, including the rate chargeback methodology and vehicle/equipment replacement program to include:

- Determining if existing funding levels provide a framework for proper, long-range replacement funding and a methodology to support it.
- Ensuring that the current rate and chargeback structure includes all fleet costs and that the methods used to allocate program costs to costs centers are equitable.
- Determining if replacement cycles are appropriate and how the County performs retain/replace/repair analysis of vehicles and equipment that are candidates for replacement.
- Determining if and how life cycle costs are used in the acquisition and selection process.
- Determining if the methods used to dispose of vehicles and equipment are both timely and brings the best rate of return.

Activity 5 - Report Results

Once the field work is complete the Consultant will submit a written draft report no later than January 17, 2012. The draft report will contain highlights of any findings and recommendations.

The Consultant will finalize and submit the final draft of the report to Lane County Public Works Management no later than February 15, 2012.

Standard of Performance

Consultant shall perform its services with care, skill and diligence in accordance with the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and services furnished under this Contract. Consultant shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services.

SECTION C

Selection Process and Award Criteria

Selection Process

The selection of a Consultant to perform these services will be made by a committee consisting of Lane County staff including the Fleet Services Division Manager, Administrative Services Division Manager, Waste Management Division Manager, Road & Bridge Maintenance Division Manager, Senior Accountant, and Analyst(s).

The committee will evaluate the proposals in accordance with the award criteria specified herein and establish a ranking. Interested Consultants shall submit a proposal containing a statement of qualifications and a concise narrative which addresses each award criteria.

The County reserves the right to interview a short list of proposers at the discretion of the County. Based upon the evaluation of the proposals, the Committee may select Proposers for a formal interview. If conducted, each interview will include a brief presentation by the Proposer (15 - 20 min.), followed by a question and answer session. The interviews will be evaluated based on the criteria below using a 50-point scale.

The Consultant shall have a successful background in evaluating commercial and governmental fleet maintenance and operations programs of similar size and scope. The Consultant's experience and project references must emphasize and demonstrate a thorough understanding of the following areas: operation of governmental fleets, technology, inventory management, fleet replacement and purchase programs, and industry best practices.

Summary of Award Criteria and Points *(100 points possible for written proposal)*

- Project approach and process - 30 points
- Experience and qualifications of the firm -15 points
- Experience and qualifications of individuals assigned to this project - 20 points

- Demonstrated experience with governmental or other similar entity fleet operations -15 points
- Cost/Fee Schedule - 15 points
- Firm's Stated Diversity Plan – 5 points

Oral Presentation/Interview

The County reserves the right to select a Consultant solely from the submitted proposals. However, Consultants who submit a proposal in response to this RFP may be required to give a brief oral presentation of their proposal to the County. This will provide an opportunity for the Consultant to clarify or elaborate on the proposal but will in no way change the original proposal. The County will schedule the time and location of these presentations. Please note, oral presentations are at the discretion of Lane County and may not be conducted.

SECTION D

Proposal Format and Content

It is Lane County's intent to discourage unnecessarily lengthy and costly proposal preparation. All proposers are required to follow and address each of the award criteria. Proposals must be complete as to the requested information. Failure to follow this format in a proposal or failure to include complete information as requested will result in a lower score and may result in disqualification of the proposal.

All submitted proposals remain the property of Lane County. Lane County reserves the right to reject any and all proposals, or any part thereof, received by reason of this request for proposal. The County is under no obligation to award a contract if, in its opinion, no suitable contractor can be determined.

Proposal Size

Proposals shall not exceed 20 pages in length, including pictures, charts, graphs, tables, and text. Resumes of key individuals proposed to be involved in this project are exempted from the 20-page limit, if they are appended to the end of the proposal. Page size is limited to 8 ½ by 11 inches with the basic text no smaller than 11-point type. No supplemental information to the 20-page limit will be accepted. Transmittal letter, resumes, Standard Proposal Form, front and back covers, and blank section/numerical dividers will not be counted against the 20-page limit.

Proposal Content

At a minimum the proposal shall address the following in order to be considered responsive:

1. Project Approach and Process:

Describe the approach to the project and the steps and activities necessary to successfully completing the project. The Consultant shall include a schedule which details project timeline and the deliverables delivery schedule. The proposal shall contain complete details on when Consultant will provide the required deliverables. All time associated with the required activities such as on-site visits and consultations with fleet staff and customers resulting from this RFP shall be included.

2. Experience & Qualifications of the Firm

Describe experience with projects of similar scope and complexity. Indicate the Consultant's workload and resource availability for this project. Describe the Consultant's approach to managing quality in the work product.

- Introduction must include a brief history and ownership of the Consultant business.
- Provide a brief summary of the Consultant's experience as it applies to this RFP.
- Provide a description of similar projects conducted in the last five years.

3. Experience and Qualifications of Individuals Assigned to This Project:

Identify and describe the pertinent experience of the key individuals who would be devoted to the performance of this project. Include resume/bios with information specific to this RFP. Identify the location of the offices out of which team members will be working. Provide a statement of any potential conflicts of interest that would be in effect during the length of this procurement. Conflicts may include but are not limited to any familial, business, financial or professional relationship between any project team member and any County employee or County representative, family member of any County employee or County representative, or County volunteer or board member, or vendor having any involvement in this procurement process or any other procurement activities with the County.

4. Demonstrated Experience with Governmental or Other Similar Entity Fleet Operations:

Provide description of projects conducted for businesses, governments, or other entities with similar fleet configurations and size, including other counties. Include a list of references for projects conducted for other governmental entities or other organizations with similar fleet configurations and size. Include contact name, company/entity name, address, phone and project scope and size. Attach a separate sheet describing any other business related experience.

5. Cost/Fee Schedule:

Proposals shall contain complete details of the contract price for the services provided. All costs associated with this contract, including cost for on-site visits (i.e., travel, lodging, etc.) shall be included in the contract price submitted in the proposal. This project is estimated to have a brief project period and therefore the contract price will be paid in two payments invoiced after the following events:

- end of field work; and
- upon submission and acceptance of the final report.

Related Information

You may add any other information that may assist the County in the selection process.

Opportunity to Comment/Right of Appeal

Proposers may comment on, question or protest any of the specifications that they feel may limit competition in accordance with LM 21.107(2)(c). Comments, questions and protests regarding the specifications or the process must be made in writing and received by the Department of Public Works at least five (5) calendar days before the proposal closing date. All responses to such comments and/or questions will be made in writing and will be sent to all holders of the Request for Proposal documents.

Anyone responding to this Request for Proposal who is not recommended for award by the selection committee may appeal the recommendation to the decision maker, either the Board of County Commissioners or County Administrator, in accordance with Lane Manual 21.107(14).

SECTION E

Questionnaire

Note: Failure to provide information requested in this questionnaire may be cause for rejection of proposal on the grounds of nonresponsiveness and/or nonresponsibility.

Business Name: _____

Federal Tax ID Number: _____

Street Address: _____

Mailing Address if Different: _____

County: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Date business established: _____ How many years has the business been under the above name?: _____

All previous business name(s) and/or previous businesses owned wholly or in partnership:

Name	Number of Years
------	-----------------

_____	_____
_____	_____

Business Information (Please check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> The business is a Partnership |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> The business is a Joint-Venture |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Corporation incorporated under the laws of the State of _____ | |

- | | |
|--|--|
| <input type="checkbox"/> The business is full-time | <input type="checkbox"/> The business is part-time |
| <input type="checkbox"/> The business is a certified Disadvantaged Business (DBE) | |
| <input type="checkbox"/> This business is not a certified Disadvantaged Business (DBE) | |

Completed by: _____ Title: _____

Signature: _____ Date: _____

**CONTRACTOR'S PROPOSAL TO LANE COUNTY
FOR A FINANCIAL SYSTEMS ANALYSIS FOR
PUBLIC WORKS FLEET SERVICES**

The undersigned, as Proposer, declares that he/she has carefully examined the specifications and requirements of the "Lane County Request for Proposals for a Financial Systems Analysis for Public Works Fleet Services" and that Proposer agrees, if the proposal is accepted, that Proposer will contract with the County to furnish the services as specified, in accordance with the proposal offered here-in.

The Proposer may withdraw the proposal at any time prior to the date of the opening. However, all proposals shall be irrevocable for a period of sixty (60) days from date of opening.

The Proposer hereby certifies that he/she is _____ is not _____ a resident proposer, as defined in ORS 279.029, of the State of Oregon.

By initialing this space _____ Proposer hereby certifies that she/he has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

By initialing this space _____ Proposer hereby certifies that to the best of Proposer's knowledge, she/he is in compliance with all the Oregon tax laws described in ORS 305.380(4).

The Proposer represents that the proposal is made without connection or agreement with any person, firm, or corporation making a proposal for the same services, and is in all respects fair and without collusion.

Date: _____

Firm's Name (Print or Type)

Signature

Address

Print or Type Name

Telephone Number

Title

SECTION F

Sample Contract

PERSONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and _____ hereinafter called Contractor.

Whereas, County has a need for the type of personal services possessed by Contractor;

Whereas, Contractor desires to provide those personal services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional services for County as stated in the "Request for Proposal: Fleet Management Replacement and Life Cycle Management Consulting Services ", attached and incorporated by this reference as Exhibit ____, and as further described in Contractor's "(title of the proposal)" dated _____, attached and incorporated by this reference as Exhibit__.
2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.
3. In consideration for Contractor's performance, County agrees to pay the fee as set forth in the "(Name of Contractor's proposal)", attached and incorporated by this reference as contained in Exhibit ____, not to exceed the amount of \$_____.
4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.
5. The contract period shall be from contract execution to one year following the execution date.
6. 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 who 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 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. Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
8. Contractor is not currently employed by County, and will not be under the direct control of County.
9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.
10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.
11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.
12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.
13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.
14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
16. By execution of this Contract, Contractor certifies under penalty of perjury that:
 - a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
 - b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
17. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.
18. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 day's written notice.

19. Waiver. Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
20. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

21. This contract and the schedules attached hereto constitute the entire contract between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings, or agreements, whether oral or written, that are not expressly set forth within the four corners of this contract are hereby deemed waived, superseded, and abandoned.

22. The provisions of this contract are contingent upon the appropriation of funds by any funding entity and by Lane County. If funds are not appropriated or the annual appropriations are subsequently amended by any funding entity, the provisions of this contract become voidable at the option of County, or subject to amendment. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law is deemed inoperative to that extent.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

LANE COUNTY, OREGON

DATE: _____

BY: _____
Liane Richardson
County Administrator

CONTRACTOR

DATE: _____

BY: _____

Title: _____

Address: _____

Business ID No.: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

SECTION G

Standard Provisions

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County, and as reflected in the main contract.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall 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 County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or

suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for a contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(11) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, the contractor shall immediately give notice to the County. The County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(12) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(13) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(14) Unless otherwise provided by the contract or law, Contractor agrees that County, and their duly authorized representatives shall have access to the books, documents, papers, and records of

Contractor which are directly pertinent to this Agreement 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 period of (6) six years after County makes final payment on this Agreement. Copies of applicable records shall be made available upon request, and payment of copy costs is reimbursable by the County.

(15) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(16) The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(17) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(18) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(19) The 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.

(20) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(21) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall 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.

(22) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate there from shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(23) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(24) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(25) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(26) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(27) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the

department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. (Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08; 09-12-15-2, 12.15.09; 10-6-9-4, 6.9.10)

SECTION H

Insurance Coverage 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:

COMPREHENSIVE COMMERCIAL GENERAL LIABILITY insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input checked="" type="checkbox"/> \$2 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Oregon Tort Claim limits currently at \$1 million combined single limit per accident or occurrence; \$2 million all claimants per accident or occurrence (aggregate)
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Broad Form Property Damage
<input checked="" type="checkbox"/> Contractual Liability	<input type="checkbox"/> Owners' & Contractors' Protective

FORM 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 the Risk Manager. All claims-made forms must have tail coverage and the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

AUTOMOBILE LIABILITY insurance comprehensive form 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 insureds.

LIMITS

- \$2 million combined single limit per accident for bodily injury and property damage
- Not less than the Oregon Tort Claims limits
 - \$1 million combined single limit per accident or occurrence
 - \$2 million all claimants per accident or occurrence (aggregate)

PROFESSIONAL LIABILITY insurance – with limits not less than \$1 million per occurrence.

POLLUTION LIABILITY INSURANCE – with limits not less than \$1 million per occurrence.

ADDITIONAL INSURED CLAUSE The general and auto liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

EMPLOYER'S LIABILITY Limits of \$500,000.

BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$_____.

FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.