



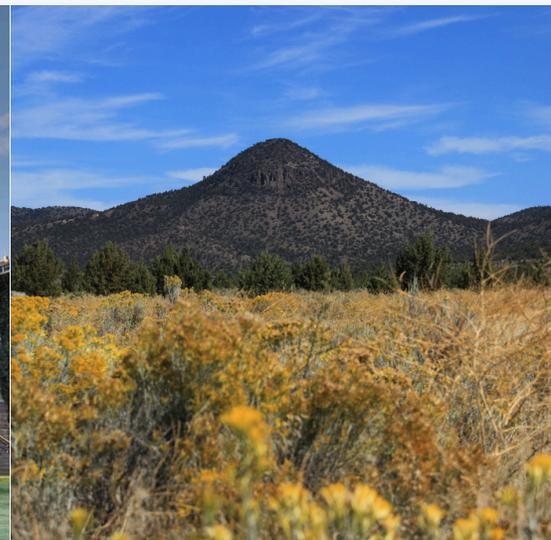
Crook County

Transportation Safety Action Plan RFP

September 2024



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- Project Name:** Transportation Safety Action Plan
Date of Issue: September 10, 2024
Pre-Proposal Meeting: September 19, 2024 at 2 pm
Proposals Due: October 7, 2024
Recommendation Date: October 16, 2024
Project County: Crook County
Department: Community Development
Project Manager: Will Van Vactor - (541) 447-3211



PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Transportation Safety Action Plan

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The Attachments attached and incorporated into this Proposal are:

1. Proposer’s Certificate
2. Sample Contract with Exhibits A - D
3. Acknowledgement of Insurance Requirements

1. INTRODUCTION

A. Request for Proposals Advertisement

**CROOK COUNTY, OREGON
REQUEST FOR PROPOSALS
Transportation Safety Action Plan**

NOTICE IS HEREBY GIVEN that Crook County, through its County Board of Commissioners, is seeking a qualified engineering consultant to provide consultation services for the development of a Transportation Safety Action Plan in accordance with the Safe Streets for All Program and the Safe Systems Approach. **Sealed proposals will be received until 2:00 p.m. Thursday, October 7, 2024.** Each proposal must be enclosed in a sealed envelope, with the proposer's name and marked "Transportation Safety Action Plan Proposal," and delivered on or before the deadline to Crook County Community Development, Attn: Will Van Vactor at 300 NE 3rd St., Prineville, OR 97754, or hand delivered to the Crook County Administration Office at 203 NE Court St., Prineville, OR 97754. An optional pre-proposal meeting will take place September 19, 2024, at 300 NE Court St., Prineville, OR 97754. Recommendation of award and commencement of contract negotiations will be announced during a County Board of Commissioners Meeting at approximately 9:30 a.m. on **Wednesday, October 16, 2024.**

Complete proposal documents and any addenda are available for download from the County's website at <http://co.crook.or.us/rfps> or from Community Development Director Will Van Vactor at 300 NE 3rd St., Prineville, OR 97754; telephone: (541) 447-3211; email: will.vanvactor@crookcountyor.gov, who is also designated as the person to whom all inquiries are to be directed regarding the RFP or requests of a faxed or hard copy of the RFP.

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.).

- Published in the Central Oregonian and Daily Journal of Commerce September 10, 2024.

B. Background

Crook County lies in the center of the State of Oregon. The rural county spans 2,979 square miles and has a population of 24,738. Per 2022 the United State Census Bureau estimates, Crook County is the fastest growing county in Oregon.

Within Crook County, US 26 and Hwy 126 are the primary highway routes, connecting Crook County to the rest of Central Oregon (including Bend, Redmond, and Madras) and the greater region (including US 97). The County also has an extensive network of county owned and maintained roadways.

The development and adoption of a safety action plan for Crook County will significantly reduce or eliminate the risk of roadway fatalities involving a wide range of road users. According to the Fatality Analysis Reporting System (FARS), between 2017 and 2021, there were **15 fatal motor vehicle crashes in Crook County**. Of those, 13 of the fatal crashes occurred in the rural part of the County. Additionally, between 2017 and 2021, one pedestrian was killed in a crash.

Based on a population of 24,738, **Crook County has an average annual fatality rate of 12.1**, normalized per 100,000 population. Considering the high fatality rate and increasing use of our roadway systems due to significant population growth, Crook County seeks to work towards a goal of zero fatalities and serious injuries on its roadway facilities.

C. Overview

Crook County Community Development (“Crook County” or the “County”) is seeking an Engineering Consultant to provide consultant services for the development of a Transportation Safety Action Plan (TSAP) in accordance with the Safe Streets for All Program and the Safe Systems Approach. Firms submitting proposals are “Proposers” in this document; the selected Proposer will be designated as “Consultant.” The Consultant will provide engineering and public outreach services to supplement the County’s project development ability.

The County is currently in the process of updating its Transportation System Plan (TSP). The TSAP will be used in conjunction with the TSP to prevent roadway fatalities on its rural roadway system. It is anticipated that development of the TSAP will take one year and then be adopted by the Crook County Board of Commissioners to prevent death and serious injuries on public roadways.

The County envisions the development of a TSAP with six components: (1) robust public engagement (including public meetings and outreach to underserved communities), (2) safety analysis of all rural roadways regardless of ownership (including evaluation of crash trends, roadway characteristics, and driver behavior), (3) ensure equity is considered and addressed, (4) updates to county policies and processes as necessary, (5) identification of a comprehensive set of projects and policies that will help reduce roadway fatalities, and (6) a method to ensure progress is made towards completing the identified projects. Greater details of the project can be obtained from the Scope of Services, below.

D. Pre-Proposal Meeting

A voluntary but recommended pre-proposal meeting will be held on September 19, 2024 at 2 p.m. at 300 NE Third St. in Prineville. The meeting will also be available remotely at <https://tinyurl.com/2vk8v3mr>, Meeting ID: 971 7451 1031 ; Passcode: 845605. The pre-proposal meeting will be the proposers’ only opportunity to learn more about the project and discuss the work in-person with the County. An addendum may be issued following the meeting to formalize any County responses to questions.

E. Project Coordinator Point of Contact

Questions should be directed to Will Van Vactor, Community Development Director, at will.vanvactor@crookcountyor.gov or (541)447-3211. Information obtained from the Community Development Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any conditions of the Contract Documents. Should a proposer desire an interpretation of the Contract Documents, such proposer shall request, in writing and addressed to the address to receive proposals, an interpretation of the provision no later than September 27, 2024, at 2 p.m.

F. Procurement Documents

The RFP Packet is available on the Crook County website at <http://co.crook.or.us/rfps>; or via request to Will Van Vactor, Community Development Director, at will.vanvactor@crookcountyor.gov or (541)447-3211.

G. Addenda

This RFP may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website at <http://co.crook.or.us/rfps> not later than September 30, 2024. Failure of a prospective proposer to respond to timely noticed addenda in their proposal may cause a proposal to be rejected as non-responsive. Each proposer shall ascertain, prior to submitting a proposal, that the proposer has received all addenda issued and affirmatively mark receipt of the addenda in section 9, Proposer's Information.

H. Prevailing Wage Rates and Bid Security

This is *not* a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.). No bid security is required for this solicitation.

I. Federal Grant Compliance

Any consultant or subcontractor retained under this RFP must comply with the terms of the Safe Streets and Roads for All (SS4A) grant as though the consultant and subcontractors were a party to the grant itself.

J. Notice of Intent to Award

A notice of intent to award will be posted on the Crook County website at <http://co.crook.or.us/rfps>.

2. SELECTION PROCESS

A. Selection Process Overview

The selection process will conform with ORS 279C.120, utilizing the option in ORS 279C.120(1)(b) and without the two-stage solicitation process of ORS 279C.110(5). All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet all of the requirements may result in a rejected proposal. Each proposal that passes the initial review will be evaluated and scored by a pre-selected Evaluation Committee, which will evaluate and score each proposal on a 100-point scale, using the assigned weights listed below.

The process may include a panel interview with the Evaluation Committee. The County also reserves the right to investigate and consider the references and past performance of any Proposer with respect to such things as provision of similar services, compliance with specification and contractual obligations, and lawful payment to suppliers and workers. The County may postpone the award or execution of the Contract after announcement of the notice of intent to award in order to complete its investigation. Both interviews and information obtained from references may affect the proposal's ranking in the selection process. The Evaluation Committee will make a recommendation to the County Board of Commissioners, who will select the proposal it determines is the most advantageous to the County based on the criteria in the RFP.

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The scoring criteria will be as follows:

Evaluation Criteria:	Point Value:
Professional Qualifications	25
Performance Examples	25
Project Understanding	20
Approach	20
Local Knowledge	10
Total:	100 Points

Following the recommendation to the County Board of Commissioners, the County and the selected consultant will mutually discuss, refine and finalize the scope of, the rates and number of hours applicable to, and the maximum compensation level for the project and shall negotiate conditions including, but not limited to, a performance schedule. The County will not pay a compensation level that exceeds a level that the County alone determines is fair and reasonable.

If the County and a selected consultant are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the County, the County shall formally terminate negotiations with the selected consultant. The County may then negotiate with the next most qualified prospective consultant. The County may continue in this manner through successive prospective consultants until an agreement is reached or the County terminates the selection process.

B. Schedule for Selection

The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for proposer information only. Required dates for submittals and any other activities are provided elsewhere in this RFP. The County reserves the right to change this schedule or terminate the entire procurement at any time.

- RFP publication: September 10, 2024
- Pre-proposal meeting: 2 p.m. on September 19, 2024
- Deadline for questions: 2 p.m. on September 27, 2024
- Final addenda, if any: September 30, 2024
- Proposals due: 2 p.m. on October 7, 2024
- Recommendation to BoC: 9 a.m. on October 16, 2024
- Notice of Intent to Award: October 16, 2024
- Protest period: October 16 – 23, 2024
- Contract negotiations commence: October 23, 2024

C. Protests or Objections Regarding the Selection Procedure

A proposer may file a written protest or make a written request that the County Administration change any RFP procedure, provision, or specification. ANY PROTEST OR REQUEST FOR CHANGE MUST BE DELIVERED IN WRITING TO JOHN EISLER, Assistant County Counsel, at 300 NE Third Street, Prineville, Oregon 97754 or john.eisler@crookcountyor.gov on or before September 27, 2024, at 2:00 p.m. The purpose of this protest/request for change procedure is to permit the County time to correct, prior to the submission of proposals, specifications or procedures that may be improvident, unlawful, or which may unnecessarily restrict competition. This

requirement is intended to eliminate, by permitting corrections prior to the submission of proposals, the waste of resources and delay that may result from the untimely detection of errors in the RFP, possible protests, and possible rejection of proposals. The County will consider each protest or request, amend the RFP accordingly, if warranted, and will notify in writing each prospective proposer of any change. No amendment of this RFP shall be effective unless made in writing and signed by the Community Development Director or County Counsel.

3. PROJECT SCOPE

A Transportation Safety Action Plan will highlight future implementation projects to enhance safety, with the goal of preventing death and serious injury for all users. Working in conjunction with the development of the County's updated Transportation System Plan, the County seeks to develop and adopt a comprehensive Transportation Safety Action Plan that will prevent roadway fatalities on its rural roadway system. The County desires to use the Safe Systems Approach to aid the development of the TSAP.

A. Project Management and Roles

County's Project Manager shall manage the Project by providing guidance and direction to Consultant for development of Project deliverables. County's Project Manager and County staff shall:

- provide existing data and documents to Consultant;
- review and comment on Project deliverables;
- advise Consultant on public involvement activities;
- participate in Project committee meetings;
- provide legal notice and prepare staff reports; and
- make presentations as needed at meetings with the Planning Commission or County Board.

Consultant shall prepare Project deliverables and provide to the County in a format suitable for distribution by e-mail unless hardcopy is specified in a subtask. Consultant shall collect other data needed for this Project, consistent with tasks assigned to the Consultant.

Consultant shall maintain regular communication with the County's Project Manager to ensure satisfactory completion of deliverables in accordance with project schedule. Consultant shall arrange and facilitate regularly scheduled virtual meetings for participation by County staff and the Consultant to discuss project progress, issues, and coordination.

Consultant's Key Personnel shall not delegate performance of Project Management activities and responsibilities to other Consultant staff without first obtaining written consent of the County. The County has the right to interview, review the qualifications of, and approve or disapprove any proposed replacement of Key Personnel.

B. Written and Graphic Deliverable Requirements

All written and graphic deliverables must be submitted in electronic versions. Electronic versions of written deliverables must be in Microsoft Word-compatible format. Written deliverables must include the project name, a title that refers to the contract deliverable, version number (if applicable), and date of preparation. Any deliverables specified for posting on the Project Website must be submitted in Portable Document format (".pdf").

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, PCMaps, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must be converted to .pdf for readability. Electronic files of final graphics submitted to the County may be in the native application but must also be converted to .pdf. All graphic deliverables must be well documented, with project name, a title that corresponds to the contract deliverable, version number (if applicable), a legend, and the date of preparation.

Maps, aerial photos, and other graphic material prepared for Project memoranda and the Plan must be suitable for enlargement to create wall displays for Project meetings and presentations. Display-sized maps for Project meetings must be printed in color when color is important to public comprehension and must be mounted on foam core to allow display on an easel or wall; display of all graphics by projector only is not acceptable.

Consultant name or logos may not appear on final deliverables, with the exception of the acknowledgement page.

C. Meeting Requirements

The County shall arrange all Project meetings, public events, briefings, work sessions, and public hearings, including scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations. Notice of public events and Public Advisory Committee (“PAC”) meetings must include reference to the Project website. County shall reproduce paper copies of the Draft Safety Action Plan and other materials that are needed for distribution at Project meetings.

Consultant shall lead the Project Kickoff Meeting, PAC meetings, and public events, including preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues. At meetings with the County Planning Commission or Board of Commissioners, County staff shall prepare legal notices and staff reports, and lead presentations with assistance from Consultant staff.

D. Public Involvement

County shall distribute press releases, place advertisements in media, write articles and announcements for placement in County publications, and conduct similar activities to support public involvement efforts for the Project. Consultant shall prepare materials for public involvement as specified in the tasks.

Public involvement must allow the community an opportunity to provide input into the Safety Action Plan process. County shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

4. TASKS

Task 1 – Project Management

This task is anticipated to provide the following objectives:

- Identify and track project issues that affect the project schedule and budget;
- Coordinate the work of team members;
- Maintain a project file and record;
- Manage resources to successfully complete the project; and
- Coordinate with County in the development of meeting materials and information.

Task 1.1 – Project Management Administration

Consultant shall schedule and coordinate work tasks within this scope of work and shall maintain liaison and coordination with Crook County. Consultant's Project Manager shall communicate with County regarding the status of work being performed and to discuss issues or concerns that may impact the project.

Consultant shall prepare monthly invoices in a format approved by County. The monthly invoices shall include a project status report that summarizes the activities completed that month. The invoice shall compare the budget of each task with the actual amount spent to-date and percent complete of each task during each invoice period. Consultant shall provide a breakdown of the expense costs and copies of expense receipts.

Task 1.1a – Project Kick-off Meeting

Consultant shall conduct a project kick-off meeting with Crook County to confirm the project scope and schedule, establish meeting dates for the bi-weekly hour-long check-in meetings, and establish other key milestone meetings to occur during the project. Consultant will prepare a proposed agenda for this meeting and a meeting summary.

Consultant and County will discuss the Public Advisory Committee's purpose and role, as well as candidate members. The PAC could include:

- ODOT
- City of Prineville
- Crook County Sheriff
- Crook County Fire and Rescue
- Crook County Health Department
- Bicycle and Pedestrian Advocates
- Major transportation generators in the County
- Interested Citizens

Task 1.1b – Periodic Check-In Meetings

Consultant will conduct regular bi-weekly virtual check-in meetings to discuss project status, upcoming milestones, and any other critical project issues or decisions that need to be resolved. Consultant will provide brief meeting notes to document key decisions, discussion items, and action items.

Task 1.1c – Project Website

Consultant shall prepare initial material for the Project Website that includes an overview of Project Objectives, Project Schedule, and Project Deliverables. Consultant shall also generate a comment form or other method to allow public input which will include the collection of email addresses as provided by website visitors. The County will be responsible to produce and maintain a webpage dedicated to the Transportation Safety Action Plan process.

TASK 2 – VISION, MISSION, and GOALS

Consultant will work with County Staff to generate interest in the planning process by drafting vision, mission, and goals for the County TSAP. By establishing vision, mission, and goals, it will help refine the team's focus and work towards outputs and outcomes that are measurable. The Consultant and staff will present to the Board of Commissioners the draft vision, mission, and goals during a work session and/or regular meeting for adoption. The final document must include a goal and timeline for eliminating roadway fatalities and serious injuries.

TASK 3 – PLANNING EFFORTS AND REGULATIONS REVIEW

Task 3.1 – Review of Federal and State Regulations and Guidance

Consultant will review federal and State regulations and guidance for safety planning and submit a draft regulatory memorandum to the County for review. County will review the regulatory memorandum and provide written feedback. Consultant and County will present findings from the regulatory memo to the PAC for discussion. Consultant will deliver a finalized regulatory memo.

Task 3.2 – Review of Transportation Planning Efforts

Consultant will review and synthesize all current relevant transportation plans in the County for elements of safety and submit a draft summary memo to the County for review. County will review the draft memo and provide written feedback. Consultant and County will present findings from the draft memo to the PAC for discussion. Consultant will deliver a finalized summary memo.

TASK 4 – DATA COLLECTION AND ANALYSIS

This task will be used to gain an understanding of the existing crash types, trends, and causes.

Task 4.1 – Establish Framework for Safety Analysis and Management

Consultant will work with Crook County to identify the types of data summaries and approach to the safety analysis to determine the most beneficial approach for the analysis for the current plan and into the future. The framework will establish near-term and long-term goals, currently available data, the audience for the TSAP, and desired outputs from the analysis. The Highway Safety Manual (HSM) Network Screening and Diagnosis process will guide the analysis method.

Task 4.1a – Inventory of Existing Data

Consultant shall evaluate existing crash data from the most relevant last 5 years and identify gaps. Consultant shall consolidate existing relevant traffic count, speed, and other data needed to accurately evaluate safety needs. If additional or more current data is needed, the Consultant will work with the County to identify and strategize those needs.

Task 4.2 – Existing Conditions and Range of Countermeasures

Consultant will develop documentation summarizing the existing safety conditions. Consultant will provide breakdown by table and chart of the crash data for the following categories:

- Time of day
- Age
- Crash causes
- Speeding
- Drugs/Intoxication
- Crash mode
- Severity
- Crash type
- Urban/rural
- Weather conditions
- Location
- Functional Class

Where appropriate, and where data is available, the crash data will be overlaid with additional information, which may include:

- Bicycle and pedestrian pathways with bicycle and pedestrian crashes
- Urban and rural roadways with crash cause
- Intersection locations with collision type and/or cause
- Roadway features (width, curvature, ADT)
- Socioeconomic indicators using Federal Underserved Community applications

Consultant will synthesize all existing conditions, propose emphasis areas consistent with the Oregon Highway Safety Plan, propose appropriate countermeasures, and submit a draft summary memo to the County for review. The Consultant will also generate a Crash Tree Diagram or other helpful depiction for identifying a high-injury network. County will review the draft memo and provide written feedback. Consultant and County will present findings from the draft memo to the PAC for discussion. Consultant will deliver a finalized Existing Safety Conditions summary memo.

TASK 5 – Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, allows for feedback and buy-in to a strong overall TSAP. The Consultant, in coordination with County staff, will devise a public outreach approach. The public outreach approach must include strategies for outreach to underserved communities as identified through data or other analyses in collaboration with appropriate partners. Consultant shall prepare a draft public outreach approach for the County to review and approve.

Task 5.1 – Presentation Materials for Engagement

Consultant shall prepare presentation materials for the public engagement events, which may include graphical displays, informational handouts, and draft memoranda. Consultant shall provide County with Presentation Materials for review at least two weeks before the scheduled engagement.

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Task 5.2 – Engagement Opportunities

County shall arrange and Consultant shall conduct the public engagement opportunities, potentially three or more separate 1-hour events open to the public and held at separate locations as determined by the County. County shall distribute advertisements and press releases to announce the events.

Consultant shall record comments from participants (from verbal communication with staff and comment forms) in the compilation of public comments. Consultant shall provide a means for visitors to the Project Website to provide comment if they cannot attend any event. County shall provide to the Consultant any public comments received by the County. Consultant shall maintain a compilation of public comments received through the Project Website, from the County, and at Public Engagement Events, and provide an updated compilation of comments to the County within five days after an event.

Consultant shall provide the County with a brief memo that summarizes key issues discussed at the meeting and any implications.

TASK 6 – Strategy and Project Selections

This task is for identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations including an initial equity impact assessment of the proposed projects and strategies, to address the safety problems identified in Task 4.

Task 6.1a – Infrastructure Improvement Countermeasure Locations

Based on the crash patterns, road-user characteristics, roadway features, vehicle factors, socioeconomic indicators, environmental conditions, and risk factors identified in the existing conditions analysis, Consultant will identify both location-based solutions and low-cost systemic countermeasures that can be applied in the study area. These countermeasures can be guided by the HSM Diagnosis and Selection of Countermeasures processes as well as Proven Safety Countermeasures.

Consultant will evaluate the roadway network to determine the top 10 locations based on historic crash data and other factors listed above to provide countermeasure recommendations to address crashes at these locations. Characteristics to consider in a systemic approach to safety include identifying roadway features common to severe crash locations such as lane width, shoulder width, curvature, speed limit, and traffic volume.

Consultant will identify the top crash patterns suitable for systemic safety solutions for the study area and will recommend typical countermeasures to be implemented on a system-wide basis.

Consultant will identify planning level cost ranges for recommended solutions for the 10 location-based solutions and up to three systemic solutions. The number of locations and systemic solutions may change based on the outcomes of the crash analysis.

Consultant will document recommendations for potential funding sources to implement the engineering solutions.

Task 6.1b – Non-Infrastructure Countermeasures

Based on the crash patterns, road user characteristics, roadway features, vehicle factors, socioeconomic indicators, environmental conditions, and risk factors identified in the existing conditions analysis, Consultant will identify crash patterns that may be best addressed through the Safe Systems Approach.

Consultant will identify emphasis areas (*e.g.* DUII, speeding, age related, right turn hook, etc.) for specific policies and action items.

Consultant will document recommendations on potential funding sources to implement the non-engineering solutions.

TASK 7 – Performance Measures

Consultant will utilize the analysis performed under Task 2 to identify opportunities to improve how processes prioritize transportation safety. The Consultant will recommend policies and specific action items that are most likely to result in reduced crashes based on the analysis. Emphasis areas identified in Task 3.2 will inform the creation of concise and maintainable performance measures. Performance measures are a key principle of performance-based planning and will help assess each of the emphasis areas' key features in order to adequately determine progress towards achieving goals. These Performance Measures will, at a minimum, include the percent of funds to underserved communities, project costs, and lessons learned and recommendations per the County's SS4A grant agreement.

Consultant will prepare a Draft Safety Performance Measures Memo and deliver it to the County for review and comment. Consultant will identify performance measures that align with the Federal Safe Systems Approach, identified Emphasis Areas, and strategies that are based upon best practices and local data availability. Performance measures must be consistent with those applied in the Oregon Highway Safety Plan.

County will review the draft memo and provide written feedback. Consultant and County will present findings from the draft memo to the PAC for discussion. Consultant will deliver a finalized Safety Performance Measures Memo.

TASK 8 – Transportation Safety Action Plan Document

This task includes the development of the Crook County Transportation Safety Action Plan as well as corresponding meetings with the PAC. It will also include updates to the Planning Commission and Board of Commissioners with an ultimate goal of Plan adoption.

The document shall include:

- Prioritization guidelines for the planned projects with regard to safety;
- A list of up to 10 locations that are the most critical locations based on historic crash data and guidelines for identifying critical locations in the future;
- A list of up to three critical systemic solutions based on historic crash data and guideline for identifying systemic solutions in the future;
- Planning-level cost ranges for recommended solutions identified as part of the analysis;
- Comparison of crash trends and rates compared to State and similar counties;
- Strategies that identify data supported solutions;

- Performance Measures as established in Task 7;
- Recommendations on funding sources to implement safety solutions; and
- Appendices with documentation of engagement and collaboration.

The document shall be focused on County roadways, but shall also include all jurisdictions for systemic level strategies in accordance with the Safe Systems Approach.

Task 8.1 – Progress and Transparency

Consultant shall draft a method to measure progress over time after the Action Plan is adopted, including outcome data. The method(s) shall include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and series injuries. The County shall be responsible to post the adopted TSAP and annual reports online.

5. PROPOSAL PROCEDURES AND SUBMITTAL REQUIREMENTS

A. Form and Quantity of Proposals

One original and two copies of the proposal must be submitted, addressed to: Crook County Community Development, Attn: Will Van Vactor, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. on October 7, 2024 (the “Due Date”).

Proposals must be submitted in a sealed envelope and plainly marked on the outside showing the name of the proposer and the phrase “Transportation Safety Action Plan Proposal.” Electronic submissions will not be accepted. Any proposals received after the Due Date will not be considered. Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted. Proposals received after the specified time or submitted to any other office will not be considered, except that, in the County’s sole discretion, the County may accept late submittals if no timely submittals are received. It is the proposer’s responsibility to ensure the proposal is submitted by the time and date and to the location as specified.

B. Content and Format

Proposals shall be no more than 15 pages long, excluding the transmittal letter, certifications, and supporting documents. One page is considered to be one side of a single 8.5”x11” page and the minimum font size is 12 for the main text. Schedule and cost estimates are allowed on one side of an 11”x17” and will count as a single page.

Proposals submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed proposal pursuant to this RFP. All signature lines must be signed by an authorized representative. Signature certifies that proposer has read, fully understands, and agrees to be bound by the RFP and all attachments and addenda. It is the proposer’s sole responsibility to submit information in fulfillment of the requirements of this RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the proposal to be deemed non-responsive.

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Proposers must submit the following information and are encouraged to include graphics, images, or anything deemed to effectively convey the information requested in the proposal:

Required Submittals	Check Off
Proposal packet, filled in and signed.	<input type="checkbox"/>
Narrative section describing in detail how the services offered satisfy the qualifications and statement of work. Include the following details:	<input type="checkbox"/>
• Professional Qualifications	<input type="checkbox"/>
• Performance Examples	<input type="checkbox"/>
• Project Understanding	<input type="checkbox"/>
• Approach	<input type="checkbox"/>
• Local Knowledge	<input type="checkbox"/>
Proposer Certificate (Att. 1)	<input type="checkbox"/>
Acknowledgement of Insurance Requirements (Att. 3)	<input type="checkbox"/>
Supportive Information (not counted toward page limit)	<input type="checkbox"/>

The narrative section should provide the following information in detail:

Professional Qualifications

Demonstrate the Proposer's team qualifications and experience relating to the requested services for the project. Specifically, the services of transportation planning and public outreach shall be emphasized in the submittal. Resumes should be included as Supportive Information. Response should address the following:

- Extent of principal involvement;
- Names of anticipated key members who will be performing the work and their responsibilities including identification of a Project Manager;
- Current assignments and location of key members and whether these key current assignments will be in conflict with the ability to address work as it is identified;
- Qualifications and relevant individual experience, including sub-consultants;
- Experience as a team on similar or related projects; and
- Project Manager's experience with similar contracts and interdisciplinary teams.

Performance Examples

The Proposer will provide a brief professional work history of relevant projects as it relates to the capabilities of the primary firm and any sub-consultants to provide the requested services. Past performance examples which include multiple members of the team proposed for this project may receive a higher ranking. Preference will be given to those with previous experience with federally funded projects, especially Safe Streets for All planning grants.

- Similar Projects, by type and size, with a total of at least 3 project examples performed within the last ten years, that best characterize the work quality and cost control. Include the total cost of the project and how the project performed on schedule and budget;
- Internal procedures and/or policies related to work quality and cost control;
- Management and organizational structure;
- Other on-going projects; and

- References of at least 3 former clients for examples similar to this project to demonstrate the Consultant's and any proposed sub-consultant's satisfactory performance in terms of scope, time and budget.

Project Understanding

This section should include a clear and concise understanding of the project based on existing information and a general description of the purpose of this project and the chief issues to be addressed. The Consultant should be knowledgeable of applicable standard solutions as well as be able to offer innovative ideas. It is important that the Consultant demonstrate an ability to synthesize technical information and communicate this information in verbal, written, or graphic form.

Approach

This section should outline the approach to delivering the Project, including an aggressive but feasible project schedule. It should include major tasks to be completed as well as resources proposed to complete each task, identifying the Consultant's ability to ensure expeditious completion of the work. Describe your firm's overall plan to complete the project within an agreed-to schedule. At a minimum, discuss your firm's planning, scheduling, phasing, and project monitoring skills and processes as well as the classification for each individual designated in the proposal to contribute to the Project for Crook County.

Local Knowledge

Crook County is a unique community. Describe your firm's knowledge and experience working with staff, stakeholders, and/or community members from Crook County and/or Central Oregon and how such knowledge and experience enable your firm to provide the best services tailored to Crook County's TSAP goals.

Supportive Information

Include additional Project support materials, which may include graphs, charts, photos, resumes, additional references, etc.

C. Modification and Withdrawal of Proposals

Prior to the Due Date, any proposal may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing, signed by the authorized representative of the proposer, and delivered by the Due Date. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable for 120 days or until such time as Crook County specifically cancels the procurement, rejects the proposal, or awards a contract.

D. Sample Contract

A sample contract containing contractual terms and conditions is included as Attachment 2. It is anticipated that the initial contract term will be approximately twelve months. The successful Contractor will be required to execute a final contract similar to the sample contract and be bound by its terms and conditions.

E. Public Records

All proposals submitted in response to this RFP shall become the property of Crook County and may be utilized in any manner and for any purpose by Crook County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by

applicable state and/or federal laws. Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. Crook County shall not in any way be liable or responsible for the disclosure of any such records. If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Crook County will endeavor to resist disclosure of properly identified portions of the proposals.

F. Acceptance or Rejection of Proposals

Crook County reserves the right to accept or reject any or all proposals. Any proposal which Crook County determines to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

G. Minority, Women, or Disadvantaged Business Enterprise (M/W/DBE)

M/W/DBEs shall receive equal opportunities to submit proposals and shall not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A MWDBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

H. Written Questions and Addenda

Questions regarding the information contained in this RFP must be submitted to Crook County Community Development Director Will Van Vactor at will.vanvactor@crookcountyor.gov. Questions must be submitted in writing and received by September 27, 2024, at 2 p.m. No oral questions will be accepted. All questions received will be answered by addenda to this RFP, which will be posted on the County's website. Subject to Oregon law, anonymity of the source of the specific questions will be maintained in the written responses.

I. Award and Commencement of Work

In awarding a contract, Crook County will accept and consider the proposal or proposals which, in the estimation of Crook County, will best serve the interest of Crook County. Crook County reserves the right to award a contract to the proposer whose proposal is most advantageous to the County based upon the evaluation process and evaluation criteria contained within this RFP.

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful proposer shall be required to sign the negotiated contract, which will be in the form and content as approved by Crook County. The final authority to award a contract rests solely with the Crook County Board of Commissioners. The successful proposer shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved by Crook County Counsel's Office and executed by the Crook County Board of Commissioners. The successful proposer must agree to all terms, insurance coverage provisions, and

conditions of the contract with Crook County. The required insurance coverage is listed in Attachment 3.

J. Protest of Award

After Crook County approves and selects a proposer, Crook County will provide notice of its intent to award the contract to all other proposers and posted to its website. If no written protest is filed by 5:00 p.m. on the seventh day following announcement of the decision, the award will be deemed final. Crook County will not entertain protests submitted after this time-period. The written protest must specify the grounds upon which the protest is based. If a timely protest is filed, the decision of Crook County will be considered final only upon issuance of a written notice deciding the merit of the protest. The Crook County Board of Commissioners shall have the authority to settle or resolve a written protest. The award and any written decision regarding the protest will be sent to each proposer.

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten working days after receipt of the written protest. Prior to the award of a contract, if any proposer files a protest against the award of the contract, the contract may not be awarded until either the protest has been withdrawn or Crook County Board of Commissioners has decided the matter. After the Crook County Board of Commissioners issues a response, an aggrieved Proposer may seek judicial review in the manner provided in ORS 279B.415.

6. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP:

- Issue addenda;
- Request additional information and/or clarification from the proposers;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the RFP;
- Withdraw this RFP;
- Extend the time for submittal of proposals;
- Select the proposer that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in providing the services at the level desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with proposers to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any proposer, award a contract, or proceed with the services described in response to this RFP;
- All proposals shall become the property of the County and will not be returned to the proposer. All bids and proposals are subject to Oregon Public Records law;

- This RFP does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services, or supplies. Responses to this RFP are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

7. HOLD HARMLESS

The proposer agrees to indemnify, defend, and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses, and expenses included, and to defend all claims, proceedings, lawsuits, and judgments arising out of or relating from the fault of the proposer, the proposer's agents, representatives, or subcontractors in the performance or failure to perform in accordance with instructions to proposers. However, the proposer shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

The proposer shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

8. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called "the Proposer," declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the County, and that the proposal is made without any connection or collusion with any person submitting another proposal on this Contract.

The Proposer further declares that it has carefully examined the Contract Documents for the services requested and has satisfied itself as to level and scale of work involved, including the fact that the description of the scope of services, as included herein, is brief and is intended only to indicate the general nature of the work. Each proposer must inform itself of the conditions relating to the execution of the work and be thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of its obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.

Each proposer shall inform itself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, fees, and similar subjects.

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9. PROPOSER’S INFORMATION

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Acknowledgement of Addenda numbers: _____

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this ____ day of October, 2024.

Signature: _____ Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of October, 2024.

Name of Entity: _____

By: _____
Signature

Print Name

Its: _____

PROPOSER CERTIFICATE

This certification must be completed, signed, and returned.
Failure to do so will result in bid disqualification.

PUBLIC CONTRACTING LAWS

Proposer has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public contracts and ORS Chapter 279A – 279B. Proposer further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

RESIDENT PROPOSER

A “resident bidder or proposer” is a proposer that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this proposal and has a business address in Oregon.

Check One: Bidder is is not a resident proposer.

If a non-resident bidder, enter your state of residency: _____.

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

Check One: Proposer states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, “Oregon Tax Laws” means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax,

the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Check One: Proposer states that it:

Has authority and knowledge regarding the payment of taxes, and that Proposer is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

STATEMENT REGARDING CERTIFICATIONS

Proposer understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The Proposer understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing Proposer Certificate questions and all statements therein contained are true and correct.

Signature: _____

Date: _____

By: _____

Title: _____

Phone: _____

Email: _____

Company Name: _____

Company Address: _____

PERSONAL SERVICES CONTRACT

CONTRACTOR: * _____ DATE: * _____

ADDRESS: * _____ * _____ * _____ * _____
Street Address City State Zip

PHONE NUMBER: * _____ EMAIL: * _____

This Personal Services Contract (Agreement) by and between [name] (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into this date written above, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described on Exhibit D *[and E] to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Transportation Safety Action Plan, the solicitation document for which was published on September 10, 2024 and is fully incorporated herein.
2. DURATION: This Agreement shall run from * (“effective date”) through * unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Contractor will perform the services as described on Exhibit D *[and E] attached hereto.
4. FEE FOR SERVICES: Contractor’s fee for the services identified on Exhibit F to this Agreement shall be: * and no/100 Dollars (\$*).
5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:
 - Exhibit A: Required Terms for All Public Contracts
 - Exhibit B: Independent Contractor Status
 - Exhibit C: Required Federal Terms
 - Exhibit D: Scope of Services
7. TAX DUTIES AND LIABILITIES: Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
8. SUBMITTAL OF W-9 BEFORE PAYMENT: Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
9. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

11. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
12. **CONTRACTOR STATUS:** Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. **CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS:** Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
14. **TERMINATION:**
- 14.1. Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;
- 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.
15. **INSURANCE:**
- 15.1. **GENERAL INSURANCE:** Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will

be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

- 15.2. **WORKERS' COMPENSATION:** Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. **EVIDENCE OF INSURANCE COVERAGE:** Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
 - 15.3.1. **NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE:** The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. **EQUIPMENT AND MATERIAL:** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. **SUBCONTRACTOR:** The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 15.6. **EXCEPTION OR WAIVERS:** Any exception or waiver of these requirements shall be subject to review and approval from the County.
- 15.7. **ABESTOS ABATEMENT:** (Only applicable to contracts where asbestos may be present.) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:
 - (a) A full occurrence form, or
 - (b) A limited occurrence form with at least a 3-year tail, or
 - (c) A claim made form with a 3-year tail.

16. GENERAL PROVISIONS:

- 16.1. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives
- 16.2. **AMENDMENTS:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 16.3. **ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

- 16.4. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 16.5. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.6. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.7. **NO ENCUMBRANCES:** Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.8. **NO AUTHORITY TO BIND CROOK COUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16.9. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."
- 16.10. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be 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 Agreement did not contain the particular provision held to be invalid.
- 16.12. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may

terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

- 16.17. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.
- 16.18. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.20. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 16.22. TAX CREDITS: Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) "net tax benefit" means the reasonable estimate of the net reduction in Contractor's tax liability for the current period, including any tax benefit, reduced by Contractor's reasonable costs for applying for and calculating the benefit, and (b) "reduction in Contractor's tax liability" means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor's subcontractors, its partners, members, and shareholders.

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16.23. COUNTERPARTS: This Personal Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

For Contractor

[name]

By: _____
Signature

Printed Name

Title: _____

Date: _____

For Crook County

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Susan Hermreck, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

DRAFT

EXHIBIT A

REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

PAYMENTS AND DEBTS:

Contractor shall promptly, as due, make payment to:

Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;

All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;

All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and

The Department of Revenue all sums withheld from employees under ORS 316.167.

Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

EMPLOYEES:

Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.

For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:

- (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
- (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;

If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;

If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;

If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

OTHER PROVISIONS:

By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.

If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B

INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

Required Federal Terms

1. ACCESS TO RECORDS AND REPORTS (alter)

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and

private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

3. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

4. CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

5. COPELAND "ANTI-KICKBACK" ACT

Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

6. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding

\$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

7. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

8. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

9. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. PROHIBITION OF SEGREGATED FACILITIES

(a) The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

11. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

13. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Attachment 3 – Acknowledgement of Insurance Requirements

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a “claims made” basis must be approved and authorized by Crook County.

Workers Compensation insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers Liability coverage shall be not less than \$500,000 each accident, disease, and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit:	Annual Aggregate limit
\$1,000,000	\$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed. **Required by County**

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident	All Claimants Arising from Single Incident
\$1,000,000	\$2,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees, or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Crook County, and its officers, agents, employees, and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable,

then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law. **Required by County**

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence \$1,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract.

Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians, or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business. **Required by County**

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Crook County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____

Date: _____

Printed Name and Title: _____