

BIDDER'S PROPOSAL PACKET



CROOK COUNTY FAIRGROUNDS
1280 SE MAIN STREET
PRINEVILLE, OREGON 97754

PROJECT INFORMATION

<u>Project Name:</u>	Charging Station Supply Purchase and Installation
<u>Project Manager:</u>	Whit Jamieson, Forth Mobility
<u>Mandatory Pre-Bid Meeting:</u>	Friday, April 9, 2021 @ 1:00 p.m.
<u>Submittal Deadline:</u>	Tuesday, April 20, 2021 @ 2:00 p.m.
<u>Expected Award Date:</u>	Monday, April 26, 2021.

Crook County Fairgrounds is seeking services for the equipment purchase and the installation of two (2) charging stations (see Scope of Services, Exhibit C, attached hereto).

PROCEDURES; PREPARATION OF PROPOSALS

Pursuant to ORS 279B.070, proposals for the 2021 Crook County Fairgrounds Charging Station Installation Project will be received until **Tuesday, April 20, 2021 at 2:00 p.m.** at the Crook County Administration Office in Prineville, Oregon. Postmarks will not be used to determine date of receipt. Each proposal must be submitted to one of the addresses below:

Mail/Hand Delivery:

Crook County Fairgrounds
c/o Crook County Administration Office
300 NE Third Street
Prineville, OR 97754

Electronic Submission:

Casey.Daly@co.crook.or.us

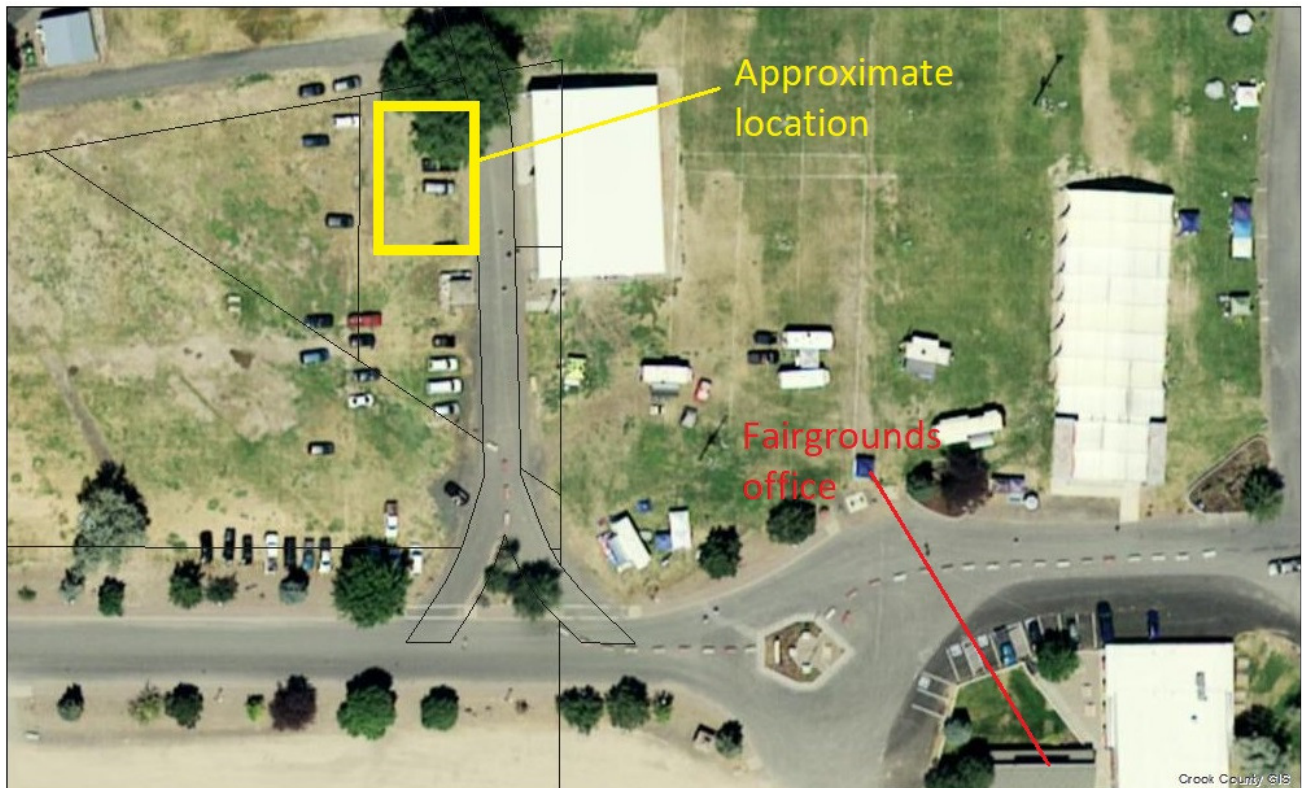
The start date for this project shall be no sooner than **Monday, April 26, 2021**, with a completion date of no later than **Monday, October 4, 2021**.

PROJECT SCOPE

Crook County, Oregon is seeking qualified bidders to acquire and install either

- Two (2) electric vehicle charging stations, or
- One (1) dual port/plug electric vehicle charging station;

at its Fairgrounds. The specifications for the charging station equipment are contained in Exhibit C, attached hereto. The proposed location for the charging stations is illustrated below, subject to the terms of a final contract to be approved by the County and the successful bidder.



The project is made possible with support from Pacific Power and the Oregon Clean Fuels Program.

PREBID MEETING

Areas of work and excavation will be identified at the Pre-Bid Meeting.

Limited Effect: Statements and other information from County employees and/or representatives at a pre-bid meeting do not affect any change in the project documents, or the contracts that may arise from them. Changes in specifications, requirements, or due dates may be effected only by a written addendum issued by the County. The County may notify bidders or proposers of addenda by any method deemed appropriate to provide actual notice, including but not limited to: mail, telephone, email, or facsimile. Bidders and proposers may rely only upon the project documents, with any changes made by addendum, to establish all of the procurement requirements and all contract provisions other than those established by the bid or proposal.

RIGHTS RESERVED BY THE COUNTY

No proposals shall be received or considered by the County unless the bidder is registered with the Construction Contractor's Board as required by ORS 671.530.

County is not obligated to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this solicitation.

County nor any of its agents are committed by this proposal request 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. The County reserves the right to accept or reject any or all responses to the proposal request, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this proposal request, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this proposal request 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.

NOT SUBJECT TO PREVAILING WAGE RATE

This project is not subject to prevailing wages, per Oregon Revised Statute (ORS) 279C.810.

COMPLIANCE WITH APPLICABLE LAWS

By submitting this proposal, bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under the contract, including without limitation:

- (4) Titles VI and VII of the Civil Rights Act of 1964 as amended;
- (II) Title V and Section 503 and 504 of the Rehabilitation Act of 1973 as amended;
- (III) The Americans and Disabilities Act of 1990 as amended and as supplemented by ORS 659A.103;

- (IV) The Health Insurance Portability & Accountability Act of 1996;
- (V) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- (VI) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- (VII) All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- (VIII) All regulations and administrative rules established pursuant to the foregoing laws; and
- (IX) All other applicable requirements of federal and state civil rights and Sewer Upgrade statutes, rules, and regulations.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, no later than the date of execution of the contract and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with **the insurance provisions set forth in the *sample Construction Contract, attached hereto as Exhibit A.***

PROPOSAL BOND

Each proposal must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County" in an amount of not less than ten percent (10%) of the amount of the proposal. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A **performance bond** in the amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a **payment bond** in an amount equal to the full contract price, shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

EVALUATION AND ACCEPTANCE OF PROPOSAL (AWARD)

It is the intent of the County to award a contract to the proposal will best serve the interests of the County, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

The selected proposal must be submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a proposal received and to accept the proposal which, in the County's judgment, is in the County's best interests. Any protest of award must be filed with the County within two (2) calendar days of the proposal due date. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto as Exhibit A, and incorporated herein by reference.

Non-Discrimination Certification – By signing this proposal, bidder certifies:

- He/she has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

Residency Certification: Refer to ORS 279A.120(1).

Complete the following:

1. **Check one: Bidder is a ___ resident bidder ___ nonresident bidder.**

2. **If a resident bidder, enter your Oregon business address:**

3. **If a nonresident bidder, enter state of residency:**

Tax Laws Compliance Certification – By signing this proposal, bidder certifies:

- To the best of its knowledge, the bidder is not in violation of any Oregon tax laws.

Contractor's Board Registration Certification – By signing this proposal bidder certifies:

Bidder is in compliance with requirements for construction contractors or landscape contractors and is registered and bonded with the Construction Contractor's Board or licensed by the Landscape Contractor's Board as follows:

No. _____ Expiration Date _____

Contractor's Certification of Drug Testing Program ORS 279C.505(2) – By signing this proposal bidder certifies:

- The bidder will have a drug testing policy in place at time of contract award.
- The bidder shall maintain the drug testing policy for the duration of the contract.
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

Statement Regarding Certifications

- The bidder 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 bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from Crook County, of the true facts relating to the submission of proposals for the contract.

All work and materials must comply with the adopted City of Prineville Standard Specifications and State of Oregon Electrical Code. The Standard Specifications are available on the City of Prineville website www.cityofprineville.com.

PROPOSAL SUMMARY

Equipment Acquisition _____

Installation (including mobilization) _____

Total Price \$ _____

CHARGING STATION INFORMATION

Manufacturer: _____ Model Number: _____

Charging Rate: _____ kW Connection Type: _____

NEMA Rating: _____

Meets the requirements of UL 2594? Yes [] No []

Bidder Name: _____

Signature of Authorized Agent: _____

Federal ID No: _____

Address: _____

Phone #: _____

PROPOSAL BOND

CROOK COUNTY FAIRGROUNDS ELECTRIC CHARGING STATION PROJECT

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____ (Bidder) is herewith submitting its proposal for the following work, to wit: acquisition and installation of two (2) electric charging stations as specified in the solicitation document dated _____.

All work is to be completed by **Monday, October 4, 2021**.

NOW THEREFORE, if said proposal submitted by said bidder is accepted by Crook County, Oregon, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the proposal or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this _____ day of _____, 20____.

SURETY

PRINCIPAL

(Surety Company)

(Principal (Bidder))

(Signature)

(Signature)

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, * hereafter referred to as **CONTRACTOR**, and **CROOK COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery, necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract. The contract documents and proposal specifications provided in the bid proposal document, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s proposal are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for this project is * **DOLLARS AND */100 (\$*)**, complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications all of which are incorporated herein by reference. All of said plans and specifications, the required bonds and insurance documents, and this contract and its attachments (**Attachments A through C**), constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by *. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on *. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 – 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 – 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of *[TBD]/100 DOLLARS (\$*[TBD]), except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for

additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

8. **CONTRACTOR** agrees to indemnify, defend, and hold **CROOK COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

9. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

10. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

11. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

12. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if

required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

13. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

14. **CROOK COUNTY** reserves the right to reject any proposal or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

15. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

16. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

17. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

18. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

19. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

22. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **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 of another person.

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

24. The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

25. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

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

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

28. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

29. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

30. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

31. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

32. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a proposal or immediate termination of the contract.

33. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a proposal for a procurement with an estimated contract price that exceeds \$500,000.

34. **CONTRACTOR** represents and warrants that **CONTRACTOR** 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** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

35. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

(a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

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

37. [RESERVED]

38. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

39. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

40. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

41. **CONTRACTOR** is engaged hereby as an independent contractor, and will be so deemed for all purposes. **CONTRACTOR** will be solely responsible for the payment of any federal or state taxes required as a result of this agreement. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **CROOK COUNTY** employees. Without limitation, but by way of illustration, **CONTRACTOR** is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

42. This Construction 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 contract on the below said date.

CONTRACTOR

CROOK COUNTY

Business
Name: _____

By: _____

By: Sample - Do Not

Print: _____

Signature

Date: _____

Print Name

Its: _____

Date _____

Contractor's CCB # _____

Telephone Number

Address

City State Zip

Performance Bond

CROOK COUNTY FAIRGROUNDS ELECTRIC CHARGING STATION PROJECT

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL: _____ **SURETY:** _____

Principal's Name (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Agent

Attach additional signature page for Surety if using multiple bonds

PRINCIPAL: _____

Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Surety's Seal Must Be Affixed

Payment Bond

CROOK COUNTY FAIRGROUNDS ELECTRIC CHARGING STATION PROJECT

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and, if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the proposal, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL: _____

Principal's Name (Print or Type)

By: _____

Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

PRINCIPAL: _____

Principal's Name (Print or Type)

By: _____

Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

SURETY: _____

ATTORNEY IN FACT [POA must be attached to this bond]

Agent

Attach additional signature page for Surety if using multiple bonds

Surety's Seal Must Be Affixed

Exhibit A

Insurance Coverage (Marked Items Required)

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

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

COVERAGES	LIMITS
<u> </u> Explosion & Collapse	<u> </u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> X </u> Limits of the Oregon Tort Claims Act
<u> </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,538,300.00
<u> X </u> Contractual Liability	<u> X </u> Other – Tort limits adjusted per ORS 30.372(4) beginning 2015
<u> </u> Broad Form Property Damage	<u> </u> Owners & Contractors Protective

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

 AUTOMOBILE LIABILITY insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

- \$1 million per occurrence
- Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
- Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at \$1,538,300.00 aggregate

 PROFESSIONAL LIABILITY insurance with limits not less than \$_____.

 X **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

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

 EMPLOYERS LIABILITY insurance with limits of \$500,000.

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

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

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date _____

By: _____
Signature

Print Name

Its: _____

Exhibit B
Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: _____

ID/Policy No.: _____

2. "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

4. Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

CONTRACTOR

Name of Company

By: _____

Dated: _____

Its: _____

Print Name

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

Exhibit C

Scope of Services

Description of work: Provide all materials, labor, and equipment to perform all operations required to safely and correctly install charging stations at the Crook County Fairgrounds:

1. **Equipment:**

Contractor will obtain either two (2) 40-amp electric charging stations or one (1) dual-port EV station (each charging port with dedicated 40-amp circuits) with the following specifications:

- Minimum enclosure rating of NEMA Type 3R or 4.
- The equipment must be listed by a nationally recognized test laboratory as meeting the requirements of UL 2594 "Standard for Electric Vehicle Supply Equipment".
- The equipment must comply with the Americans with Disabilities Act (ADA).
- The equipment must use the standard SAE J1772 plug type.
- Provide a charging rate of 6 kW or higher.
- Include a pedestal or plans for mounting the equipment at an appropriate height/location.

The charging station(s) should have the following features:

- Cable Management System to help keep the cords off the ground (does not need to be an overhead retractable system).
- Metering and remote monitoring through the use of cellular connectivity.
- Open to member and non-member EV drivers (if applicable).
- Accept payment options such as a phone application-required (available on both iOS and Android phones), an RFID card-optional, and tap to pay with credit cards-optional.

2. **Installation:**

Contractor will excavate the Fairgrounds installation site designated by Crook County, and, in conformance with the applicable City of Prineville and Oregon state specialty codes:

- Work with Crook County, Forth Mobility (the County's project manager), and the Crook County Fairgrounds to finalize specifications and plans for the install site.
- Provide site plan including electrical diagram and pictures.
- Obtain the necessary permits.
- Provide utility connection specifications and work with Crook County, Crook County Fairgrounds, and Pacific Power to ensure utility specifications are met.
- Install the chargers as specified in and commission the equipment so as to allow for charging of electric vehicles.
- Install EV charging signage (provided from Pacific Power).

3. **Completion Date:** All aspects of this project must be completed by Monday, October 4, 2021.