

BAKER COUNTY



COVER PAGE

BAKER COUNTY PARK DEPARTMENT

Parks Maintenance and Operations Contract

RFP NO. 2026-05

Date of Issue: August 28, 2026

Closing Date and Time: September 25, 2026 at 5:00 pm PST

REQUEST FOR PROPOSAL (RFP)

Single Point of Contact (SPC):

Rebecca Neault, Executive Assistant to the Board of Commissioners

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Baker County promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Park properties in Baker County are well used, well-loved and well maintained. Historically, maintenance, management and operation of the parks have been accomplished internally. Through this RFP, Baker County is exploring a model wherein maintenance and most operational duties are conducted by a contractor with professional, specialized expertise in parks and recreation activities. Baker County believes this new model will provide an opportunity to broaden the offerings at the County Parks, as well as providing a budgetary benefit to the County. Baker County is excited to see what potential contractors envision for the future of parks maintenance and operations.

The County has a long history of working with community and government partners in the shared work to provide quality outdoor recreation facilities within the county. These longstanding partnerships include the U.S. Forest Service, BLM, Idaho Power, Oregon State Marine Board, Oregon State Parks and Recreation Department, Oregon Department of Environmental Quality (DEQ), Oregon Watershed Enhancement Board (OWEB), the Confederated Tribes of the Umatilla Indian Reservation, and many others. The successful proposer will need to work cooperatively with community and government partners. They will meet and work closely with local leaders in neighboring cities and communities to ensure park operations continue to meet the standards those citizens have come to expect.

Baker County also relies on advisory committees and boards comprised of appointed community volunteers to provide transparency and ensure county services are maintained to an acceptable level. The successful proposer will provide regular reports to Baker County Parks Board relating to visitation and usage of the Parks, revenue reports, maintenance logs, incident reports and any other information relevant to the maintenance, management and operation of the Parks.

Current parks properties are Hewitt and Holcomb Parks, Hells Canyon Information Wayside, Halfway Wigwam, Fizz Springs, Wingville Cemetery, Sumpter Valley Dredge Tailings and Bishop Springs Rest Area. Together, these parks will be referred to in this RFP as “the Parks.” These properties include campgrounds, day-use areas, recreational and restroom facilities.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times listed in Pacific Time . All dates listed are subject to change.

Event	Date	Time
Public Notice Publications	9/02/2026	
Questions / Requests for Clarification Due	9/9/2026	5 PM
RFP Protest Period Ends	5 business days after questions due	
RFP Closing (Proposal Due)	9/25/2026 @ 5PM	
RFP Open	9/28/2026	
RFP Review, Score and Rank	9/30/2026	
Approval of Award, Commission/Contract Review Board	9/30/2026	
Issuance of Notice of Intent to Award (approx.)	10/02/2026	
Award Protest Period Ends	5 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether the communication is about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: OVERVIEW AND SCOPE

2.1 OVERVIEW

This RFP anticipates the award of a contract for the work, materials and services described by the Scope of Work. Baker County may entertain a separate agreement with the successful Proposer for lease of certain County-owned equipment for use by the successful Proposer.

Baker County anticipates entering into a two-year renewable contract for maintenance and operations of its park properties. The resulting contract will be renewable for an additional two-year term upon the mutual agreement by the County and the Successful Proposer/Contractor.

2.2 SCOPE OF WORK

- A. Day -to-day repair and maintenance of existing amenities, litter and sanitation clean-up of day use areas and campgrounds, docks, and bathroom facilities. NOTE: Baker County will continue to have responsibility to maintain, recondition, renovate and provide improvements that arrest deterioration, improve and upgrade facilities and appreciably prolong the life of the park properties and systems. The Proposer may describe specific improvements to the park properties, facilities or services to be performed by the Proposer as part of their response to this RFP.

- B. Hewitt and Holcomb Campgrounds administrative operations including 1.) create and maintain an online reservation/fee collection system; 2.) provide on-site customer service for campground and day users during specified hours 3.) collect and submit County and State of Oregon lodging taxes.
- C. Operations of all parks, including monitoring park properties for compliance with Baker County Parks Ordinance, responding to complaints related to park properties and reporting violations of the Parks Ordinance.

SECTION 3: MINIMUM QUALIFICATIONS AND PROPOSAL REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

The successful Proposer will meet the following minimum requirements:

- A. Demonstrated experience managing recreational facilities, including camping and day use areas.
- B. Demonstrated marine experience, prior experience moving and maintaining docks, and staffing with a current Oregon boating license.
- C. Maintain minimum insurance requirements, as shown in Attachment B.
- D. Proposers must submit a current business plan and/or financial reports to show financial stability of the organization sufficient to ensure the ability to complete the services required
- E. Proposers must be able to provide proof of independent contractor status as defined in ORS 670.600, upon request.

3.2 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

Individuals interested in submitting proposals shall submit one (1) original hard copy proposals and one (1) .pdf copy on a flash drive. An authorized representative shall sign the proposal. Failure to do so may subject the proposal to rejection by the County. Proposals must address the following items used as the Evaluation Criteria;

Proposals must include:

- A. **BACKGROUND INFORMATION:** A cover letter with a short introduction and information/history of the Proposer's company, no more than two pages in length. Include a description of experience successfully providing similar services. Provide three (3) references. References not included in the page limit. One reference may be a marine reference.

B. SCOPE OF WORK: Using the project Overview and Scope of Work (Section 2, above), and referencing the proposed contract (Attachment A1, A2) outline a one-year Work Plan including

- A proposed start date and collaborative transition from County operations to Contractor operations.
- A description of personnel or staffing plan for operations of the Parks.
- Proposed maintenance schedule for amenities and facilities in the Parks.
- A description of operational hours at overnight camping facilities, and any retail sales proposed within the parks.
- A description of equipment the Proposer has available for doing the work, and any equipment Proposer anticipates leasing to complete the requirements of the contract. The County may entertain a separate lease agreement with the successful proposer for use of County assets. A list of County Park assets is included as Attachment D.
- Proposer may include ideas for expanding park services or improving current offerings.

C. COST SUMMARY: A proposal must include a cost analysis for the services outlined in the proposal, a proposed fee for the services, and an itemized budget to support the proposed fee. The Cost Summary may propose a schedule for invoices and payments to the Contractor (i.e. monthly, quarterly, biannually, etc). Proposals may set out a fixed annual operations fee, a revenue share (shown as a %) based on total revenue collected at the Parks, or both a fixed fee and a revenue share (%).

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The notice of the RFP is published in the Eastern Oregonian. The RFP and attachments are located on the Baker County, Oregon Official Website. The RFP is sent to those contractors who have contacted the county asking for RFP information.

Modification requests, if any, to this RFP will be made by written Addenda. Addenda are incorporated into the RFP by this reference.

4.2 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email, following a phone call and notification message if necessary;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

4.3 SOLICITATION

4.3.1 Protests

If a proposer wishes to object to any aspect of procurement, the proposer may file a written protest at the County Commissioner's Office (1995 3rd Street, Baker City, OR 97814). The protest must include all grounds for the protest and all supporting evidence, in the form of documents, affidavits and the like. A protest must be filed promptly, as soon as the protester knows of the grounds for the protest. Protest of any aspect of requests for proposals must be filed before solicitation closing date. County will notify all proposers of intent to award five (5) days before contract takes effect. All protests regarding contract award must be filed before contract takes effect.

4.3.2 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page and **must be received by the Closing Date**.

Delivery in Person

A Proposal can be hand delivered, but it must be clearly labeled and submitted in a sealed envelope, package or box. **A Proposal accepted, prior to Closing, during County's normal Monday – Friday business hours of 8:00 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when the County Courthouse is closed.** The outside of the sealed submission must clearly identify the Proposer's name and the RFP number, and delivered to the attention of the SPC at the address listed on the Cover Page.

4.4 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wants to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

4.5 PROPOSAL DUE

A Proposal, including all required submittal items, must be received by the SPC on or before Closing Date and Time. All Proposal modifications or withdrawals must also be received prior to Closing.

A Proposal received after Closing will be considered LATE and NOT accepted for evaluation. A late Proposal ~~will be returned to the Proposer or destroyed.~~

PROPOSAL REJECTION

The County may reject any or all Proposals, if such rejection would be in the public interest, as determined by the County, for any reason including any of the following:

- Proposer fails to comply with all prescribed RFP procedures and requirements, including but not limited to, the requirement that Proposer has authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer attempts to influence the proposal evaluator.
- Proposal is a condition of the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.6 EVALUATION PROCESS

4.6.1 Responsiveness determination

Baker County SPC will make initial determinations of responsiveness and responsibility of each proposal.

A Proposal received prior to Closing will be evaluated to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Proposal Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Baker County may waive mistakes in accordance with OAR 125-247-0470.

4.6.2 Evaluation Criteria

Evaluation of each Proposal and allocation of points for each criteria will be made by Baker County Board of Commissioners.

	Maximum Points
Experience and Reliability: Proposer qualifications, experience, and references for similar projects • Proposer has at least 5 years of verifiable experience. • Provide examples of three (3) previous projects similar in nature • Provides positive reference(s) for past projects • Proposal shows proof of independent contractor status and gives a level of certainty to the County that they will be able to provide the services for the duration of the contract	20

Proposed Implementation Plan and 1-year Work Plan. • Provides a start date and plan for transition to contractor operations • Provides an adequate plan for addressing all aspects of the Scope of Work • Provides an adequate description of equipment available, or plan for acquisition or lease of necessary equipment • Proposal includes a clear 1-year plan for maintenance and operations	50
Pricing • Proposals for operations contracts include a fee for service that accounts for all services required in the RFP and the fee is in the best interest of the County. • Proposal includes an itemized budget to support the requested fee	30
Proposed Expanded Services or Improved Offerings • Proposal includes services or offerings that County would like to explore.	10 points
	110 points total

4.7 NEXT STEP DETERMINATION

At the conclusion of the scoring, the County may choose to conduct additional round(s) of competition and scoring if it is in the best interest of the County. Additional rounds of competition may consist of, but are not limited to:

- Serial or simultaneous negotiations
- Best and Final Offers

County may request best and final offers from those proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial proposal received. Therefore, proposals should include the Proposer's best terms from a price and technical standpoint.

In case of a tie, highest ranking proposals will be evaluated based on preferences outlined in ORS 279A.120 (Preference for Oregon Goods and Services; Non-resident Bidders).

4.8 RECOMMENDATION

The proposal representing the highest score will be recommended to the Baker County Contract Review Board for consideration and final award.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Intent to Award Notice

The County will notify all Proposers in writing that the County intends to award a Contract to the selected Proposer subject to successful negotiation of any negotiable provisions.

5.1.2 Protests

County will notify all proposers of **intent to award at least five (5) days before contract takes effect**. All protests regarding the contract award must be filed before the County issues the Notice of Intent to Award.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The proposer selected for a Contract award under this RFP will be required to execute a Contract consistent with the Sample Contract Terms and Conditions, attached as Attachment A1, comply with all applicable provisions of Baker County Standard Contract Provisions, attached as Attachment A2, and to submit additional information and comply with the following: Submit Certificates of Insurance as outlined in Attachment B, showing Baker County, its officers, employees and agents, as additional insureds.

5.2.1 Performance and Payment Bond

Not Applicable.

5.2.2 Public Works Bond

Not Applicable.

5.2.3 Commencement of Work

The Contractor shall commence no work until the Protest of Awards deadline has passed, any protest has been decided, and a contract has been fully executed.

5.2.4 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.2.5 Pay Equity Compliance

As required by [ORS 279B.235 or ORS 279C.520], Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

"Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's

compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

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.

Contractor 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.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of an Apparent Successful Proposer, County may enter into contract negotiations with the Apparent Successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions set forth in the Contract/Agreement Terms and Conditions (Attachment A1) and the Baker County Standard Contract Provisions (Attachment A2).

Proposer must submit any requested exceptions to the County during the Questions / Requests for Clarification period set forth in Section 1.2. Unless the County agrees to modify any of the terms and conditions, County intends to enter into a Contract with the successful Proposer consistent with the Contract Terms and Conditions (Attachment A1) and Baker County Standard Contract Provisions (Attachment A2).

It may be possible to negotiate some provisions of the final Contract; however, County is not required to make any changes, and many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the Standard Contracting Provisions (Attachment A2) constitute increased risk and increased cost to the County.

Any subsequent negotiated changes are subject to prior approval of the Baker County Board of Commissioners.

The County reserves the right to negotiate the Scope of Work, contractor fee, and any other material term, at the sole discretion of the County.

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, the County, at its discretion, may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/ContractorSearchPublic.asp?XID=6787&TN>

[=oregon4biz](#)

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon and Baker County. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Baker County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

The County may reject any or all Proposals in-whole or in-part or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal. ORS 279B.100

6.5 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

ATTACHMENT A1: CONTRACTOR AGREEMENT TERMS AND CONDITIONS

PERSONAL SERVICES AGREEMENT (AGREEMENT) BETWEEN
BAKER COUNTY
AND

FOR
PARKS MAINTENANCE AND OPERATIONS

This Agreement is made and entered into by and between Baker County (“County”), a political subdivision of the State of Oregon and

 (“Contractor”)

Address:
Telephone:
Fax:
Email:

County and Contractor, collectively, are hereinafter referred to as “Parties.”

RECITALS

WHEREAS,

WHEREAS,

WHEREAS,

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. PURPOSE

It is the intent of this agreement to establish a relationship between the County and the Contractor for the purpose of providing maintenance and operations of all county park properties, including overnight camping facilities located at Hewitt and Holcomb Parks, in accordance with County ordinances and applicable laws. *Baker County will at all times retain the right to entry and possession of all park properties. Baker County will at all times, through the Baker County Board of Commissioners and with guidance from the Baker County Parks Board, retain authority for management decisions relating to its County-owned parks.*

SECTION 2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on _____, 2026 and continue until _____, unless earlier terminated as provided in this Agreement.

This Agreement may be offered for renewal by the County for an additional term of two (2) years. County will express its intent to offer the two-year renewal in writing, no later than four (4) months from the date of expiration of this Agreement. If the renewal is offered by

County, Contractor shall indicate their intent to accept or decline the renewal offer, in writing, within three (3) months of the expiration of this Agreement.

SECTION 3. CONTRACT DOCUMENTS

The following documents form the entire Agreement between the County and the Contractor:

1. Any amendments, modifications or other mutually agreed upon changes to the Agreement made in writing and signed by both Parties.
2. This Agreement, together with all Attachments
3. Contractor's response to the county's Request for Proposals (RFP), dated _____.
4. County's Request for Proposals (RFP) dated _____.
5. All Certificates of Insurance and any document required to be submitted as part of Contractor's response to the RFP

If a conflict arises between any of the documents listed above, the document higher in the list will prevail over any conflicting language in a document lower in the list.

SECTION 4. DESCRIPTION OF FACILITY

The properties subject to this agreement are:

Hells Canyon Information Wayside
Halfway Wigwam
Wingville Cemetery
Bishop Spring Rest Area
Fizz Spring
Sumpter Valley Dredge Tailings
Hewitt Park
Holcomb Park

These properties are further described in Attachment C.

These properties include, but are not limited to:

- Campsites for overnight camping
- Day-use recreation areas
- Parking areas
- Restrooms and sanitation facilities
- Trails and open spaces
- Utility Infrastructure (irrigation and domestic water)
- Other improvements located within park boundaries

SECTION 5. SCOPE OF WORK

A. General Operations

The Contractor shall:

- Operate the park in a safe, clean and orderly condition
- Provide sufficient staffing for daily park operations

- Enforce park rules and applicable County ordinances, reporting violations to Baker County Sheriff's Office in cases of emergency, or Baker County Parks Board in cases of ongoing non-compliance by park user(s).
- Comply with all Federal, State, and local laws, including those related to archeological and culturally significant sites including but not limited to ORS 358.920, ORS 390.235, and ORS 97.745.
- Maintain regular hours for park access and camping check-in (as outlined in Contractor's response to RFP or as negotiated)

B. Camping Operations

The Contractor shall operate overnight camping facilities including:

- Reservation management (as outlined in Contractor's response to RFP or as negotiated)
- Fee collection
- Remittance of State and County lodging taxes
- Visitor registration
- Quiet hour enforcement
- Fire and safety compliance
- Check-in/check-out procedures

C. Maintenance Responsibilities

The Contractor shall perform routine maintenance including:

- Ground Maintenance: lawn mowing, tree and vegetation management, litter removal, trail maintenance
- Facility Maintenance: Restroom cleaning and stocking, campsite maintenance, picnic tables and benches repair,
- Utilities: water systems monitoring, waste disposal coordination, electrical and septic system observation

Contractor shall immediately report major repair needs to the Baker County Parks Board chairperson and the Baker County Commissioner liaison.

D. Sanitation and Waste

The Contractor shall:

- Maintain restroom and sanitation facilities
- Provide for trash collection and removal
- Ensure compliance with health standards
- Maintain potable water systems at facilities where they currently exist.

E. Safety and Security

The Contractor shall:

- Monitor park activities
- Report emergencies or criminal activity to law enforcement

- Maintain emergency procedures, including evacuation procedures
- Maintain or provide signage for safety rules

F. Implementation of Year One Work Plan
(as outlined in Contractor’s response to RFP or as negotiated)

G. Year Two Work Plan

The agreed upon Year Two Work Plan shall be made an addendum to this Agreement, once it is committed to writing and signed by both Parties. If an agreeable Year Two Work Plan is not reached by _____, the Year Two Work Plan shall be the Scope of Work outlined in subsections A. through E. of this Section 5.

SECTION 6. FEES, COSTS AND PAYMENTS TO CONTRACTOR

A. Camping Fees

The Contractor shall collect camping and facility fees as authorized by the County. Fee schedules shall be approved by the County prior to implementation and clearly posted at the applicable park and online.

C. Other Costs

(Describe whether County or Contractor will be responsible for costs associated with certain utilities at the parks, for example internet services)

B. Payments to Contractor

Option A—Operations Fee

Contractor receives a fixed fee of \$ _____ per month.

Option B—Revenue Share

Contractor retains _____% of camping, day use, and miscellaneous sales revenue

County receives _____% of camping, day use, and miscellaneous sales revenue

Option C—Hybrid

Contractor receives a fixed fee of \$ _____ per month and retains _____% of camping, day use and miscellaneous sales revenue.

County receives _____% of camping, day use and miscellaneous sales revenue

SECTION 7. BAKER COUNTY PARKS BOARD; REPORTING.

Contractor shall present a yearly work plan to the Baker County Parks Board in the month of February of each calendar year.

Contractor shall provide monthly reports to the Baker County Parks Board including, at a minimum:

- Monthly visitation numbers for Hewitt & Holcomb parks
- Revenue reports

- Maintenance logs
- Incident reports

SECTION 8. INDEMNIFICATION.

Contractor agrees to indemnify, defend, save and hold harmless Baker County, its officers, employees and agents (Indemnitees), from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part by the negligent or willful acts or omissions of Contractor or any of its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.

This Section shall survive expiration or termination of this Agreement.

SECTION 9. INSURANCE.

Contractor agrees to maintain insurance as set forth in the Insurance Requirements document, attached to the RFP as Attachment B.

Additional Insured: All liability insurance, except for Worker' Compensation, Professional Liability, and Directors and Officers Liability insurance, required under this Agreement must include an Additional Insured Endorsement specifying Baker County and its respective officers, employees and agents as additional insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Certificates and Proof of Insurance

Contractor shall provide a Certificate(s) of Insurance for all required insurance before Contractor delivers any good or performs any Services required under this Agreement. The Certificate(s) must list Baker County and their respective officers, employees and agents as certificate holders and as endorsed additional insured. The Certificates(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement.

Notice of Change or Cancellation

Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of or non-renewal of the required insurance coverage.

Insurance Review and County Acceptance

Contractor agrees to periodic review of insurance requirements by County under this Agreement and to provide updated requirements when requested. All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related

insurance documents to County's representatives responsible for verification of the insurance coverages required under this Agreement.

SECTION 10. APPLICABLE LAW

County and Contractor agree to comply with the rules and regulations of County, federal and state law relating to Contractor's performance of its duties under this Agreement.

SECTION 11. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an agent of County. Contractor shall be responsible for any and all claims, demands and causes of action arising from, incident to, or relating directly to the operation or activities of Contractor in its performance of this Agreement.

By signing this contract, below, Contractor certifies that they are an independent contractor as defined in ORS 670.600. Before the effective date of the contract, Contractor agrees to supply proof of independent contractor status by giving Baker County documentation of at least three (3) of the following:

1. Proof of business location that is separate from County owned property.
2. Proof that the business bears the risk of loss related to providing the contracted services (example: proof of professional liability insurance)
3. Proof of business advertising or marketing efforts shows that Contractor's business offers services to two or more different people within a 12-month period.
4. Proof that Contractor makes significant investments in the business such as purchasing tools or equipment necessary to provide the contracted services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates or specialized training that allow them to provide the services.
5. Show that Contractor has the authority to hire other people to assist me in providing the services, and the authority to fire those people.

SECTION 12. DISPUTES

Differences between Contractor and County, or between Contractor and any other individual or organization, will be resolved, when possible, at appropriate management levels, followed by consultation between boards, if necessary. The Contractor will have ultimate responsibility for resolution of disagreements among subcontracting entities.

SECTION 13. ATTORNEY FEES

In the event of an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own Attorney Fees.

SECTION 14. WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

SECTION 15. NONDISCRIMINATION

The Contractor must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the

Americans with Disabilities Act). Services must reasonably accommodate the cultural, language and other special needs of clients.

SECTION 16. TERMINATION

Termination for Convenience. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in writing. Either party may terminate this Agreement upon 60 days written notice to the other party.

Termination for Cause. The County may terminate this Agreement immediately if the Contractor

- Fails to maintain any park property to the standard that exists on the date of the signing of this contract
- Violates state or local laws, including the Baker County Parks Ordinance
- Allows Park visitors to violate state or local laws, including the Baker County Parks Ordinance
- Fails to maintain the required insurance

SECTION 17. ASSIGNMENT.

Contractor may not assign or transfer this Agreement without prior written consent of the County.

SECTION 18. SEVERABILITY.

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction 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 term or provision held to be invalid. This Section shall survive the expiration or termination of this Agreement.

SECTION 19. Notice.

Except as otherwise expressly provided in this Agreement, notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid to County or Contractor at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail, emailed or faxed shall be deemed received and effective five business days after the date of mailing, emailing or faxing. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to and received by the addressee.

County:

Contact Name

Title

Street Address

Telephone

Fax

Email

Executive Assistant to the Board of Commissioners

1995 Third Street

Baker City, OR 97814

(541) 523-3200

(541) 523-8201

rneault@bakercountyor.gov

Contractor
Contact Name
Title
Street Address
Telephone
Fax
Email

Signatures and Counterparts.

CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Contractor Signature

Print Name

Title

Date

BAKER COUNTY BOARD OF COMMISSIONERS

Shane Alderson, Chair

Christina Witham, Commissioner

Michelle Kaseberg, Commissioner

Date

ATTACHMENT A2: Baker County Standard Contract Provisions

Except as otherwise provided in the solicitation document or otherwise approved by Baker County and its legal counsel, the following standard public contract provisions shall be included expressly by reference in each contract of Baker County.

1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor. ORS 279C.505
2. Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund (SAIF) and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract. ORS 279C.505
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim. ORS 279C.505
4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279C.505
5. For Public Improvement Contracts and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or contractor by reason of the contract. The payment of a claim in a manner authorized here shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved. ORS 279C.515
6. Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service. 279B.230, 279C.530
7. For Public Improvement Contracts, the Contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505
8. With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days Monday through Friday, or
 - b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Thursday, and
 - c. All work performed on the day specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540 (1) for public improvement contracts.

For personal service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any

one week, except for individuals under these contracts who are excluded under ORS 653.010 or 653.261 or under 29 USC Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 2791C.540 (for non-public improvement contracts) including contracts involving collective bargaining agreements, contracts for services and contracts for fire prevention and suppression. This paragraph does not apply to contracts for purchase of goods or personal property.

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

9. For Public Works projects subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a): (1) If the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage as required by ORS 279C.800 to 279C.870; and (2) If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the federal prevailing rate of wage as required by the Davis-Bacon Act. ORS 279C.840
10. As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. Entities which have enacted such laws or regulations include the following: Federal: Department of Agriculture, Forest Service, Soil Conservation Service, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Coast Guard, Federal Highway Administration, Water Resources Council, and Department of Homeland Security. State: Department of Administrative Services, Department of Agriculture, Department of Consumer and Business Services, Oregon Occupational Safety and Health Division, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Land Conservation and Development, Department of Parks and Recreation, Soil and Water Conservation Commission, State Engineer, Department of Transportation, State Land Board, Water Resources Department. Local: City Councils, County Boards of Commissioners, County Service Districts, Sanitary Districts, Water Districts, Fire Protection Districts, Weed Districts and Planning Commissions.

If new or amended statutes, ordinances or regulations are adopted or the Contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection, which requires compliance with

- federal, state or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the Contractor shall have all the rights and obligations specified in ORS 279C.525. ORS 279C.525
11. The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs, and overhead per ORS 297C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract. ORS 279C.655, ORS 279C.660 and ORS 279C.665
 12. If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this subsection, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor. ORS 294.100
 13. By execution of the contract, contractor certifies, under penalty of perjury that:
 - a. To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
 - c. Contractor prepared its bid or proposal related to this Agreement independently from all other bidders or proposers, and without collusion, fraud or other dishonesty.
 14. 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. ORS 279A.120, ORS 279A.128
 15. Contractor agrees not to assign the contract or any payments due under the contract without the proposed assignee being first approved and accepted in writing by the County. ORS 294.100
 16. Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
 17. The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
 18. All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
 19. The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractor Board registration or Landscape Contractor Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the contract.

20. Unless otherwise provided, data which originates from the contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under the 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 the contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under the contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.
21. If as a result of the contract, the contractor produces a report, paper publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 ½” by 11” paper, the contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements. In all other cases Contractor shall make reasonable efforts to use recycled materials in the performance of work required under the contract. ORS 279A.125
22. As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved, site, if feasible and cost-effective,
23. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract, price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. ORS 279A.120
24. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for violation of or to interpret any of the terms of the contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
25. Contractor is not carrying out a function of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under the Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.
26. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of drugs while performing work under the Contract.
27. The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
28. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders:
 - a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

- c. the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139;
- d. Executive Order 11246, as amended;
- e. the Health Insurance Portability and Accountability Act of 1996;
- f. the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- g. the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- h. ORS Chapter 659A, as amended;
- i. all regulations and administrative rules established pursuant to the foregoing laws; and
- j. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The above listed laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract or required by law to be so incorporated.

- 29. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 30. Indemnification. To the fullest extent authorized by law, Contractor agrees to indemnify, defend, reimburse and hold harmless County, its officers, employees and agents (the "Indemnified Parties") from any and all threatened, alleged or actual claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage, personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. If claims are asserted against any Indemnified Party by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 31. For all Public Improvement Contracts, contractor and subcontractors must have must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (Public works bond) (4), (7), (8) or (9). ORS 279C.830

ATTACHMENT B: INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

County shall require Contractor to i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION

OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor perform any service under the Contract and ii) maintain the insurance in full force throughout the duration of the Contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the County. County shall not authorize Contractor to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall County permit a Contractor to work under a Contract when County is aware that the Contractor is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

1. **Workers Compensation:** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
2. **Professional Liability:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.
3. **Commercial General Liability:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence and \$2,000,000 aggregate.
4. **Automobile Liability:** Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired and un-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include Baker County, its officers, employees, and agents as

Additional Insureds but only with respect to the activities to be performed under the Contract. Coverage must be primary and non-contributory with any other insurance and self- insurance.

6. **Notice of Cancellation or Change.** The Contractor or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of : (i) the Provider’s completion and County ’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
8. **Certificate(s) of Insurance.** County shall obtain from the Contractor a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made.”