



**BENTON COUNTY, OREGON
COUNTY ADMINISTRATION**

REQUEST FOR PROPOSALS (RFP)

For

**Predesign Services
For Criminal Justice System Improvements Project Facilities**

**PROPOSALS DUE (received):
Tuesday, December 3, 2019 5:00 PM, PST**

CONTENTS

1.0	INVITATION TO SUBMIT PROPOSAL	3
1.1	Purpose	
1.2	Solicitation Documents	
1.3	Pre-Proposal Conference	
1.4	Addenda	
2.0	PREPARATION AND SUBMISSION OF PROPOSALS	6
2.1	Proposal Preparation	
2.2	Proposals Subject to Oregon Public Records Law	
2.3	Proposal Submission	
2.4	Correction, Withdrawal, and Late Submissions	
2.5	Proposer Costs	
2.6	Interpretation of RFP	
2.7	Duration of Proposals	
3.0	PROPOSER REQUIREMENTS	8
3.1	Minimum Requirements of Proposers	
3.2	Criminal Background Check	
4.0	CLARIFICATION OR PROTEST OF SOLICITATION DOCUMENTS	8
4.1	Clarifications	
4.2	Protest of Solicitation Documents	
5.0	OPENING OF PROPOSALS	9
6.0	PROCUREMENT TIMETABLE	9
7.0	SUBMISSION REQUIREMENTS	10
7.1	Formatting	
7.2	Copies	
7.3	Deadline	
7.4	Address	
8.0	PROJECT DESCRIPTION	11
8.1	Background	
8.2	Phase I – CJA Findings	
8.3	Concurrent Processes	
8.4	Areas to Be Addressed in Predesign	
8.5	Current County Project Staff Structure	

9.0	NARRATIVE – PROJECT APPROACH	19
10.0	STATEMENT OF QUALIFICATIONS	20
10.1	Contact Information	
10.2	Organizational Capability, Experience	
10.3	Organizational Chart	
10.4	Project Staff	
11.0	BUDGET	20
11.1	Budget Instructions	
11.2	Budget Format	
12.0	Evaluation Criteria	23
13.0	Notice of Award	23
13.1	Protest of Intent to Award	
14.0	Attachments	25
I.	Proposers Statement and Certifications	
II.	Benton County Personal Services Contract	
A.	Certification of Insurance Requirements	

1.0 INVITATION TO SUBMIT PROPOSAL

Benton County solicits proposals from qualified firms/individuals in response to this Request for Proposals (RFP) for predesign services for the Benton County's Criminal Justice System Improvements Project.

Proposals must be prepared in the form required in this RFP and delivered to:

Ari Basil-Wagner, Project Manager
Benton County – Board of County Commissioners Office
205 NW 5th St.
Corvallis, OR 97330

And **received by 5:00 PM, Tuesday, December 3, 2019**

Ari.basil-wagner@co.benton.or.us

Phone: 541-359-9159

1.1 Purpose

Benton County (the "County") is requesting proposals from qualified individuals/firms (Proposers) to conduct predesign work for facilities which support the County Criminal Justice Improvement Project (Project). This is Phase II of a three phase initiative; Phase I resulted in a comprehensive assessment of the criminal justice system and treatment service needs for corrections-involved individuals. Phase II is the predesign work outlined in this RFP, up to and including passage of a county-wide bond measure for financing. This phase includes feasibility assessments and business plans for new services, e.g., pre-trial services and a potential crisis resource center. Phase III will include site acquisition, architectural services, construction, furnishing, equipping, and service delivery from the new facilities, as well as an evaluation of efficacy. Phase III is a future project and not part of this RFP.

In general, the predesign work will include working with County Board of Commissioners (BOC), County administration, County staff, project manager, and community stakeholders to identify which facilities will be included in the Project, building locations, designs, and costs in a manner that is Bond Measure ready. That work should include, but not be limited to:

A. Conceptual Design Phase

- Preliminary facility designs and cost estimates
- Prioritize facilities in final design
- Assistance in the selection of the best value option
- Conceptual site plan
- Assistance in repurposing of the historical Courthouse
- Analysis of sites and site selection of potential construction/remodel sites
- Development of facilities designs
- Preliminary cost estimate
 - Construction costs
 - Operational costs
- Building masses

- Exterior concept renderings
- Ensure facilities support and facilitate programming needs

B. Schematic Design Phase

- Architectural site plan
- Floor and roof plans
- Exterior elevations
- Building sections
- Two three-dimensional views of the general building design concept
- Building systems narratives (Architectural, Structural, Civil/Landscape, Mechanical, Electrical, Plumbing, and Fire Protection, Electronic Security, Audio Video, Voice-Data, Fire Alarm)
- Coordinate with engineering sub-consultants to integrate preliminary engineering and design criteria
- Calculate space allocations
- Prepare system descriptions to generally describe the materials and systems
- Meet with City officials to discuss code requirements and design issues that may impact the design and identify potential concerns
- Schematic design cost estimate
 - Construction cost update
 - Operational cost update
- Exterior building renderings
- Interior renderings

It is critical to the success of this project that this work be conducted in collaboration with County administration, staff, and community stakeholders and result in a cost efficient design.

1.2 Solicitation Documents

A link to RFP documents will be delivered to predesign Proposers who have expressed interest in the Project. Other interested parties may download the RFP document from the County's website at <https://www.co.benton.or.us/rfps>. Printed copies of the RFP document may be obtained via an email request to the project manager's contact information.

1.3 Pre-Design Proposal Conference and Tours

Proposers are strongly encouraged to attend the predesign conference which will be held on Friday, November 8, 2019 beginning promptly at 8:30 AM PST in the Board of County Commissioners conference room located at 205 NW 5th St. Corvallis, OR 97330. Proposers may also attend via video and phone. For those attending in person, a facilities tour will follow the conference. A second facilities tour is scheduled for Friday, November 15th for Proposers who were unable to attend the initial tour on the November 15th. RFP questions will not be addressed during the tour. The purpose of this tour is to offer proposers the opportunity to have a first-hand view of the current facilities.

Proposers must register for the conference and tour. Proposers will receive the phone / vide link when the County receives this registration.

Pre-design Conference Registration:

Email project manager Ari Basil-Wagner at:

Ari.basil-wagner@co.benton.or.us

In the email, indicate the following:

- Firm name
- Contact person – email and phone number
- Number of people attending pre-design conference
- Indicate whether they will be on phone, video, or attending in person. All travel and associated costs are the full responsibility of the Proposer
- If attending in person, please indicate if you will be attending the facilities tour
- Please indicate if you are attending the non-conference facilities tour scheduled on November 15th. This is an in-person tour and proposers are responsible for all related costs to attend.

Proposers who do not attend the pre-design conference or tours must also notify the project manager via email of their decision to respond to this RFP so that they may be added to the mailing list of RFP addenda notices, if any.

The conference is intended to provide an opportunity for Proposers to ask questions for the purpose of clarifying the information contained in this solicitation and eliciting information from County staff that may assist Proposers in tailoring their proposals to the specific requirements of this Project. Proposers are encouraged to include as many design team members as desired, but the minimum is for one representative from the Proposer's firm.

Questions regarding this RFP may also be submitted to the project manager via the email contact listed above. Except for questions generated during the pre-design conference, questions must be submitted in writing via an email to the project manager. Each question and respective response(s) will be posted on County's Project web page: <https://www.co.benton.or.us/criminaljustice> to ensure that all Proposers have equal access to information about the RFP. Every effort will be made to post responses to questions within two business days of receiving them. Responses which require additional time to answer will be the exception to this timeframe. In such instances, a response will be posted on the County's Project web page within the timeframe indicating additional time is needed to generate the response. To the extent possible, the origins of each question will be de-identified and the sources of each question will not be cited. If Proposers have concerns that their questions will provide

information which link those questions to their firm, they should endeavor to write their questions in a manner that minimizes that possible outcome.

Notes from the predesign conference will be recorded and retained. Information appropriately identified by the Proposer as confidential will be treated as such to the extent allowed under ORS 279C.107, Oregon Public Records Law and other applicable law, and except to the extent required otherwise by court order.

1.4 Addenda

The County may issue an addendum to modify or add to the terms of the RFP, or change the time or date for submission of proposals or any item in the Procurement Timetable. Any such addendum will be issued by the County in writing on <https://www.co.benton.or.us/criminaljustice> not less than 48 hours prior to the deadline for receipt of proposals, and be delivered by email to Proposers who register for the Project conference, tour, or notify the project manager of their intent to apply. The terms, conditions, requirements, clarifications, information, and instructions contained in any addenda issued by the County must be acknowledged, agreed to and accepted in the proposals received and will become part of any resulting contract. Proposers are also responsible for checking <https://www.co.benton.or.us/criminaljustice> for any addendum information as the County is not responsible for any technical difficulties in the email notice.

2.0 PREPARATION AND SUBMISSION OF PROPOSALS

2.1 Proposal Preparation

Proposers are responsible for reading and understanding all portions of the solicitation documents, including attachments, links to supporting documents, and addenda, if any, and for including all requirements in their proposals. To be responsive, proposals must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and contain all required documents and responses, be signed by the Proposer or its authorized representative, and be submitted in the manner and number described in this RFP.

The County may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject any or all proposals upon a finding of the County that it is in the public interest to do so.

2.2 Proposals Subject to Oregon Public Records Law

Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Each Proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure along with a short statement of the basis for exemption. A Proposer may not designate its entire proposal as being exempt from disclosure. If the County receives a records request, including subpoena,

covering information the Proposer believes is covered by an applicable public records exemption, it is the Proposer's responsibility to defend, reimburse, hold harmless, and indemnify the County for any costs associated with establishing such an exemption.

2.3 Proposal Submission

Proposals must be received by the time and date stated for receipt in this RFP. Proposals must be submitted in the form and manner stated in this RFP, complete with a Proposer Certification Form signed by the Proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any, and contain the number of copies required.

Proposals must be enclosed in a sealed envelope bearing the Proposer's name and address, clearly marked with the title of this RFP, and bearing the words "Proposal Enclosed," delivered to the person and address stated in this RFP. Proposals properly submitted and received will be opened immediately following the time proposals are due, and the names of all persons submitting proposals read, along with such other information as the project manager (or designee) considers appropriate at the time. By submitting a proposal, a Proposer acknowledges that the Proposer has read and understands the terms and conditions applicable to this RFP, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

2.4 Correction, Withdrawal, and Late Submissions

A Proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, by email or U.S. mail to the project manager, and may submit a new sealed proposal in the manner stated in this RFP. The County will not consider proposals received after the time and date indicated for receipt of proposals. A Proposer may not modify its proposal after it has been deposited with the County unless the proposal is withdrawn and resubmitted as described above. Multiple or alternate proposals will not be accepted.

2.5 Proposer Costs

Proposers responding to this RFP do so solely at their expense, and the County is not responsible for any Proposer expenses associated with the RFP.

2.6 Interpretation of RFP

Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification or additional information concerning the RFP in writing within the described timeline, but in no event will such requests be received by the County later than the deadline set forth in this RFP.

2.7 Duration of Proposals

Any proposal submitted shall be irrevocable and open for acceptance for a period of one hundred twenty (120) days from the proposal closing date. An award of the contract to any Proposer shall not constitute a rejection of any other proposal.

3.0 PROPOSER REQUIREMENTS

3.1 Minimum Requirements of Proposers

A. Proposers must be able to do business in the State of Oregon.

B. Proposers must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations thereunder (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375, and all Oregon statutes and regulations regarding employment.

C. Proposers must identify whether they are a resident bidder, as defined in ORS 279A.120

3.2 Criminal Background Check

All key personnel of the Proposer’s project team must agree to complete and submit a form authorizing a criminal and arrest/conviction history investigation to be conducted by the Benton County Sheriff’s Office. Personnel who do not satisfy the requirements of the Sheriff’s Office background check shall not be afforded access to certain justice facilities determined by the Sheriff’s Office in its discretion.

4.0 CLARIFICATION OR PROTEST OF SOLICITATION DOCUMENTS

4.1 Clarifications

If a Proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the Proposer must immediately notify the project manager.

If County staff believe a clarification is necessary, an addendum will be issued in writing not less than 48 hours prior to the deadline for receipt of proposals, and available at <https://www.co.benton.or.us/criminaljustice>. The addendum may postpone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be acknowledged in the proposals received and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, artistry, or craft is to be used.

4.2 Protest of Solicitation Documents

A prospective Proposer may protest any aspect of this RFP, the competitive selection process outlined herein, or any of the provisions in the RFP documents if the prospective Proposer believes the solicitation process (1) will encourage favoritism in the award of the contract; (2) is contrary to law; or (3) that a solicitation document is unnecessarily restrictive, will diminish competition, or is legally flawed, ambiguous, insufficient, or unfair. Any written protest must be

submitted to the project manager identified for receipt of proposals in Section 1.0 not less than 14 calendar days prior to the deadline for submission of proposals. Failure to file a protest by this time will be deemed a waiver of any claim by a Proposer of any term or provision of the RFP, including but not limited to any term or provision of the RFP documents or the selection process outlined herein.

The County will consider the protest if the protest is timely filed and contains:

- (a) Sufficient information to identify the solicitation that is the subject of the protest;
- (b) The grounds that demonstrate the basis for protest;
- (c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (d) The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective Proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than 3 business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit. If the County upholds the protest, in whole or in part, the County may, in its sole discretion, issue an addendum reflecting its disposition or take other appropriate action.

5.0 OPENING OF PROPOSALS

Proposals will be opened upon closure of the deadline. The County will not examine any proposal prior to the time set for opening proposals. Any proposal or modification received after the designated deadline will not be opened or considered in the discretion of the County. The proposals submitted will be open to public inspection after execution of a contract, with the exception of any information covered by an exemption to disclosure.

6.0 PROCURMENT TIMETABLE

The following is the RFP selection schedule:

Activity	Anticipated Timeline
RFP issue date	October 30, 2019
Pre-proposal conference and first facilities Tour	November 8, 2019
Second facilities tour	November 15, 2019
Proposal submittal deadline	December 3, 2019
Proposal evaluation period	December 4, 2019 – December 20, 2019
Interviews	January 6, 2020 – January 15, 2020
Selection of highest-rated Proposer	January 21, 2020
Anticipated contract start date	February 17, 2020

7.0 SUBMISSION REQUIREMENTS

7.1 Formatting

Proposals must be submitted on 8½ x 11” paper with one (1) inch margins, 12 point font, and 1.15 line spacing. The total page limit for the full proposal is 85 pages, not including attachments.

7.2 Copies

Each Proposer must submit:

- Email - One (1) electronic proposal in PDF format as an email attachment to the project manager
- Mail - One (1) original proposal with five (5) hard-copies mailed to the project manager

7.3 Deadline

Both the emailed and hard-copy mailed Proposals are due by Tuesday, December 3, 2019 5:00 PM PST – (received, not postmarked)

7.4 Address

Email: Ari.basil-wagner@co.benton.or.us

Include: “Proposal Enclosed” in the subject line

Mail:

Ari Wagner, Project Manager
Benton County Board Of Commissioners Office
205 NW 5th St
Corvallis, OR 97330

Include “Proposal Enclosed” on the mailing

8.0 PROJECT DESCRIPTION

8.1 Background

The Benton County jail was built in 1976 as a temporary corrections facility. Its size and age create significant barriers to providing community safety. For example, it is chronically overcrowded and has an overreliance on early releases and the use of citation and release. To address these and other community safety issues, Benton County has placed three bond measures before voters since 2001 to build a new jail. All three measures failed. After the last bond measure, County officials identified a disconnect between the bond efforts to enhance community safety and residents input into, and support for, those processes. In addition, they felt that past attempts focused solely on one part of a complex system - the jail. As a response, Phase I of the Criminal Justice System Improvement Project, the Criminal Justice Assessment (CJA), was launched in February of 2018. The CJA diverged from previous attempts in three significant ways. First, it was a comprehensive assessment with analyses of each intercept, or decision point, of the system including prevention services within the community. Second, it included a literature review of what works, or evidence-based practices to prevent and reduce crime. Lastly, community members were engaged in the assessment via focus groups, community forums, and surveys. All of these areas were synthesized into three scenarios of facilities, prevention programming, and treatment services. Each scenario included costs estimates.

Reviewing past assessments, including the CJA, is a necessary item for Proposers to this RFP – CJA <https://www.co.benton.or.us/criminaljustice>

The facility and services scenarios were not intended to be definitive recommendations for implementation. Nor were the three scenarios mutually exclusive. Instead, they offered facilities and service elements for County officials and residents to consider as they moved into the predesign phase of this work.

Based on the CJA findings, the County envisions a multi-facility setting with a mix of corrections focused responses and treatment options. The CJA provides details of the various programs and facilities under consideration for this project. The final determination of facilities and programs is a product of the predesign work. A summary of those findings is included in this and the next section of this RFP.

Dissimilar from more traditional corrections improvement projects with a singular focus such as a new Courthouse and or new jail, this project has identified multiple areas of improvements in each intercept of the corrections system; from prevention to re-entry.

The range of possible treatment services in this project includes but not limited to substance abuse treatment, mental health services, housing, education, crisis services, pre-trial services, and skill-building which focuses on criminogenic factors. The CJA lacked an analysis of the needs of corrections-involved individuals with intellectual or developmental disabilities (I/DD), however, the County has included this important element of service needs in current planning

efforts. Correspondingly, treatment facilities which are being considered include transitional housing, therapeutic resource center, and treatment options in the jail.

The range of possible corrections responses includes aspects of law enforcement operations, intake processing with a validated risk / need / responsivity approach, pre-trial services, court processing, and jail functions. Correspondingly, corrections facilities which are being considered in this project include aspects of a law enforcement center, new Courthouse, and new jail.

8.2 Phase I – CJA Findings

This section includes highlights from the CJA report. The link to the full report is in Section 8.1.

The Benton County Justice System Mission is – The residents of Benton County require an effective, efficient, and equitable criminal justice system that maintains public safety and holds people accountable, while providing treatment opportunities that address underlying causes of criminal behavior.

The CJA found key areas that limit, and in some areas completely prevent, actualizing this mission in Benton County, including but not limited to:

- 28% increase in reported crime
- 6th highest crime rate in Oregon
- Extensive use of citation and release
- High rate of failure to appear for court hearings – lack of meaningful sanctions for non-compliance with court-ordered appearances
- No standardized risk / needs assessment for jail inmates. Limited rehabilitative programs (substance abuse treatment, mental health, education, etc.)
- No immediate sanctions for low-risk offenders, such as work-release options
- Extremely low incarceration rate relative to comparable counties throughout the United States
- Lack of adequate staff resources in the District Attorney’s Office impairs overall criminal justice system performance
- Key justice system facilities – the jail, the Courthouse, and the law enforcement center – are all in poor physical condition

The CJA report also examines the interplay among crime prevention and reduction with a) available treatment for the underlying causes of crime such as substance abuse treatment, mental health services, I/DD services, trauma-informed care, skill building which addresses criminogenic factors, b) social determinants of health like housing and education, and c) resources and collaborations to deliver a balanced approach of corrections responses and treatment.

At the same time, County and corrections officials at each system intercept highly support use of evidence-based practices such as the risk / needs / responsivity approach and services which address criminogenic factors, thereby reducing recidivism and repeat bookings at the jail. They also support treatment options for offenders such as mental health services, I/DD services, substance abuse treatment, trauma informed care, and other effective prevention and treatment options.

Community members involved in either the CJA focus groups, community forums, or survey responses, showed consistent support for a system that provides a balance of corrections responses and treatment options for offenders such as those listed above.

In addition, the CJA validated findings in previous assessments regarding the historic Benton County Courthouse. The Courthouse is located in the heart of downtown Corvallis and was built in 1888. The Courthouse is located directly adjacent to Benton County Jail, as well as centrally located near other law enforcement and justice department offices. The current Courthouse has a total of four courtrooms (one traffic court, two felony courtrooms, and one misdemeanor court). The Courthouse is over 130 years old, and is an esthetically pleasing structure, but the physical plant is antiquated and is beyond the lifespan of a typical building. In 2016, Benton County hired Miller Consulting Engineers, Inc., to conduct a seismic evaluation of the Courthouse building using current standards. As stated in the report, the building was not constructed to withstand a significant seismic event.

Link to the Report: <https://www.co.benton.or.us/criminaljustice>

The CJA also found a significant need at the law enforcement intercept is a replacement facility for the current law enforcement center. The lack of space and issues with the current facility impair the efficiency of the Corvallis Police Department (CPD), the Benton County Sheriff's Office, probation services and 9-1-1 operations.

The CJA twenty-year costs estimates in these scenarios range from \$212.7 million to \$152.9 million. The variance is based on the level of prevention services, type and capacity of respective facilities, treatment costs, and other factors outlined in the report. The CJA provided a new assessment element beyond a typical "jail beds projection," as it quantified the relationship between the amount of ancillary treatment options and the number of projected jail beds. Scenarios with more treatment resources had fewer beds in the jail projection as compared to the scenario with fewer treatment resources and more jail beds.

8.3 Concurrent Processes

There are several processes within the County which supplement and support the predesign work and will be coordinated and integrated into a single project plan. A brief description of those concurrent processes is included below.

I. Historic Courthouse - The Benton Board of Commissioners (BOC) successfully secured state funds designated for historic Courthouse planning. The County must match the state allocation; hence the state pays for 50% of total planning costs for a new Courthouse. The tasks and timeline for accessing those funds includes:

Place holder state bond request to OJD	May 1, 2020
Updated design / budget to OJD	July, 2020
Submit construction proposal for '21/'23 session	December, 2020
If approved, 50% of Courthouse construction funds	Available Spring 2023

A. County Responsibilities - The County is responsible for the logistical aspects of working with the state to receive these funds such as ensuring all required elements are included in the process, ensures funds are used within the scope of the state agreements, completes reports and subsequent requests for bonding for 50% of Courthouse construction funding, etc.

County officials will also work with Corvallis Municipal Court officials to assess the extent to which the Municipal Court will be included in the new Courthouse.

B. Pre-design Contractor Responsibilities – The pre-design firm will be responsible for all conceptual and schematic design elements, including cost estimates, for repurposing the existing Courthouse and pre-design work for the new Courthouse. The contractor will also ensure all pre-design report materials related to the Courthouse are delivered in a timeline which aligns with the aforementioned state funding timeline. Because the state planning funds can only be used for the courts and state-agency component of the Courthouse aspect of the proposed facilities, the contractor will work with the County to develop a tracking method which identifies the pre-design costs as a sub-section of the larger pre-design scope of work.

The pre-design planning for the new Courthouse will also include the Corvallis Municipal Court if the Court and County officials decide to move the Municipal Court into the new facility.

II. Pre-trial Services – A Pre-trial work group has been established to develop a business plan for enhanced pre-trial services. Those include but are not limited to the identification and implementation of a validated risk / needs tool, utilization of electronic monitoring, work release program, and supervision alignment with risk / needs designations, and collaboration between mental health, I/DD, and corrections. The latter includes finalizing which treatment services will be included in the multi-facility site and the respective capacity of each service. The anticipated date of completion for their business plan is early 2020.

A. County Responsibilities – The County has identified members of the pre-trial work group and will facilitate those planning meetings. The team is responsible for completing the Pre-trial business plan. The plan will include the above mentioned areas (risk / needs, electronic monitoring, etc.). It will also include a finalized list of treatment options which will either be located on the facilities or establish seamless transitions to treatment located within the

community. Treatment includes substance abuse, mental health, I/DD, education, transitional housing, and skill-building which addresses criminogenic factors.

B. Pre-design Contractor Responsibilities – Work with the pre-trial team to ensure that the facilities’ design incorporates space and functional needs to support the services identified in the Pre-trial business plan and assist with cost calculations when appropriate.

III. Therapeutic Crisis Resource Center –The CJA refers to a “sobering center,” and a “respite center.” The Project has established a Therapeutic Crisis Resource (TCR) work group who will conduct a TCR feasibility study to determine the need for one, both, or a combination of these models. The estimated timeline for the feasibility study is early 2020.

A. County Responsibilities – The County has identified members of the TCR work group and will facilitate those meetings. The team is responsible for completing the TCR feasibility plan.

B. Pre-design Contractor Responsibilities – Work with the TCR work group to ensure that the final facilities’ design incorporates space and functional needs related to TCR including the facility concept, design, and costs.

IV. Law Enforcement Center – The CJA identified facilities needs for the Corvallis Police Department, Benton County Sheriff’s Office (including probation and parole), Emergency Operations Center, and 9-1-1 operations. In November of 2019, Benton County voters will have an opportunity to consider a proposed service district to support emergency 911 dispatch services throughout Benton County. The County needs to identify the extent to which the law enforcement center is housed in the proposed multi-facility setting and if so, which aspects of their functions are included in the co-location.

A. County Responsibilities – The County will work with the City of Corvallis and Benton County Sheriff’s Office to determine which, if any, elements of the Law Enforcement Center will be included in the multi-facilities.

B. Pre-design Contractor Responsibilities – Work with the County to ensure that the final facilities’ design incorporates space and functional needs identified by the County as aspects of the Law Enforcement Center.

V. Opportunities for Regional Resources – Some of the above planning needs have possible implications for regional services. Specifically, the expanded jail beds and treatment options, the TRC, and transitional housing may be of interest to either Linn and or Lincoln Counties. While the counties respective leadership have only briefly reviewed these opportunities, there is interest to engage in more formal discussions.

A. County Responsibilities – The County will work with Linn and Lincoln County officials to identify the extent to which shared resources will be included in the multi-facility model. The County will

also facilitate appropriate planning and coordination of those outcomes with the predesign consultants.

B. Predesign Contractor Responsibilities – Work with the County to incorporate identified multi-jurisdictional shared resources plans into the predesign work.

VI. Data, Research and Evaluation – The efficacy of the entire project is dependent on data for informed decision making and research to measure project efficacy and costs efficiencies.

A. County Responsibilities – The County is establishing a data and research technical advisory work group. This team will establish their goals, objectives, and work tasks. This work group will be established by during early 2020.

B. Predesign Contractor Responsibilities – Work with the Data, Research and Evaluation work group to ensure their work plan outputs are incorporated into the predesign work where applicable.

8.4 Areas to Be Addressed in Predesign

The Predesign work will complement or build on the criminal justice improvement work completed to date and do so in a manner that extends the principles established by previous and current planning and assessment efforts. Those principles include a product that balances corrections responses with rehabilitative services, supports evidence-based practices, engages the community in meaningful ways, facilitates the County’s commitment to cost efficiencies, facility sustainability, transparency and inclusion in execution of its strategies.

At a minimum, the Predesign should include areas listed in Section 1.1 A – B of this RFP. This work should also help the County address questions resulting from the CJA including but not limited to:

Programs / Services –

- What programs will be provided on-site and specifically in the jail?
- What programs will be provided outside of the jail and what will facilitate effective coordination to those services?
- What services, if any, will be part of a multi-county approach (regional)?

Facilities:

- The County envisions a multi-facility setting – is that the most cost effective option?
- What is the priority of services and facilities? Is phased construction desirable?
- How will the design support provision of treatment services and effective transitions (into the jail and re-entry into the community)?
- What will be involved in repurposing the Courthouse?
- How will the predesign support the new Courthouse planning endeavor with the state?
- What will be the jail size / capacity?
- What is the projected facilities life-span?

Site Selection:

- Where will the facilities be located and what are the issues with site selection?

General:

- How will the design support cost efficiencies?
- What are costs - programming operations, site acquisition and preparation, construction, FTE, etc?
- How will the predesign process support concurrent processes in section 8.3?

Environmental Sustainability:

- Review and incorporate to the extent possible the County greenhouse and gas emissions goals. Link:
https://www.co.benton.or.us/sites/default/files/fileattachments/board_of_commissioners_office/page/5742/bccap.pdf
- Areas of specific focus:
 - Require consideration & evaluation of all new or renovated facilities to meet LEED Silver standard (Conduct LEED Checklist prior to bid; develop new process to include energy saving requirements early in project/bid development; consider long-term resource savings in budgetary decisions)
 - Require all new or renovated facilities to significantly exceed energy code (Develop new process to include energy saving requirements early in project/bid development; consider long-term resource savings in budgetary decisions)
 - Require all County-funded construction projects to enforce a deconstruction / material waste policy (Construction/material waste is a major contributor to our landfills, and waste is a scope in the GHG inventory)

Scope

- What are the predesign tasks, milestones, products, and timeline?

8.5 Current County Project Staff Structure

As identified in Section 8.3 of the RFP, the County has established work groups to engage in Project planning and strategic decision making. It also outlines the responsibilities of the County in those areas. The County has established a structure to help with these goals and assist the Predesign consultants to be successful in their work. That structure includes the following components.

I. The BOC and County Administration – The Board of Commissioners have ultimate oversight to this project. The Project lead from County administration is the BOC with Commissioner Augerot and the County Administrator. The County has contracted with Greater Oregon Behavioral Health, Inc. (GOBHI) for a project manager. The project manager also consults with GOBHI's Center of Excellence on Behavioral Health and Justice Integration.

II. Operations Team - There is a Project Operations Team which meets weekly and includes Commissioner Augerot, the County Administrator, the Public Information Officer, Executive Assistant to the County Administrator, and the project manager. They review implementation of the work plan, identify any barriers to its implementation, engage in problem solving to remedy those barriers, ensure real-time problem-solving and that the goals of the project are met within the identified timelines.

Once a month, the Operations Team expands to include the Facilities Division, Health Department, Sheriff's Office, District Attorney, circuit court Judge, and law enforcement.

III. The Willamette Criminal Justice Council (WCJC) - WCJC is the County's Law Enforcement Public Safety Council (LPSCC), which coordinates criminal justice plans for Benton County. It provides the structure to facilitate communication among agencies and creates opportunities for more efficient service delivery. The WCJC continually reviews its priority strategies and defines new ones to meet evolving community needs. The WCJC will provide assistance with multidisciplinary coordination and provide recommendations to support this project. The project manager provides monthly updates to the WCJC

IV. Citizens Advisory Committee – As identified in this RFP and through the CJA, the County places a high priority on community engagement. The County will establish a Citizen Advisory to provide input into the predesign work.

9.0 NARRATIVE – PROJECT APPROACH (50 points maximum)

Provide a detailed narrative of Proposer’s recommended project approach for providing the services required to maximize success in the predesign Project. Specifically, what work will be conducted, who will provide the associated work tasks (name of person and position, if yet to be hired, list the position title), expected products, and Project timeline.

In the approach, Proposers should describe how all areas of predesign work identified in section 1.1 A and B which will be included in Proposers approach. Include any other predesign work the Proposer identifies as critical to the Project’s success. Describe your process for conducting this work, products to be developed, and timelines.

In addition, the Proposer must address the unique areas of the Benton County Project which, at a minimum, includes the following:

- A. Process for either answering, or helping the County to answer questions identified in section 8.4. Given the Proposer’s review of supporting documents such as the CJA, are there other project-specific questions which the Proposer recommends the County review and address? If so, what are they and how would the predesign team support decision making to address them?
- B. Describe how the predesign work will support the Courthouse planning as described in Section 8.3.
- C. The concurrent planning process is outlined in Section 8.3 including roles and responsibilities of the County and the Contractor. In what ways, if any, would the Proposer suggest modifying those roles and responsibilities? Other areas of concurrent work may develop through discussion with regional counties. At what Project juncture or timeline does the County need to identify all Project service provisions?
- D. Describe strategies to assist with producing a “Bond Measure” ready product.
- E. What project challenges might be encountered on this Project and what are the Proposer’s strategies for mitigating such challenges?
- F. What is your process for facilitating effective decision-making given the size and complexity of the Project and the involvement of multiple stakeholders?
- G. What strategies will the Proposer employ to monitor and control costs of the Project?
- H. What do you propose as the appropriate level of public involvement for the Project and what tools will the Proposers use to facilitate a successful engagement process?
- I. What is the single most critical goal for the success of this Project? What resources does the Proposer have to help achieve this goal?

10.0 STATEMENT OF QUALIFICATIONS (25 points possible)

10.1 Contact Information

List Proposer’s single point of contact and contact information

10.2 Organizational Capability, Experience

Describe the Proposer’s capabilities and experiences with similar projects. Provide examples of successful projects which Proposer was involved with that subsequently achieved “voter approval” to fund and construct the system improvements. List what talents are within the Project team which enable them to complete the Project approach.

10.3 Organizational Chart

Provide an organizational chart of proposed Predesign Team. Include the names of key persons designated to be on the Predesign team. All personnel listed in this section should be identified in Section 9.0 which identifies their roles and responsibilities.

10.4 Project Staff

Provide a concise description of the qualifications and experiences that make the proposed predesign team key personnel an ideal fit for this Project. Include experiences working together on past projects and similar projects. Provide resumes for proposed key personnel for each team member as an attachment to this proposal.

11.0 BUDGET (25 Points Possible)

The budget should support the project approach, staffing, any subcontracting work, and overall design. Personnel or Project elements should not appear in the budget if they are not included in the preceding sections.

The following templates are examples for the budget format. Proposer may modify these templates to better represent their budget areas as long as the end products provide similar visual displays; tables of relevant itemized categories, descriptive calculations, brief narratives for each section, and a summary table. Examples:

A. Personnel

Position	Name	Level of Effort	Cost
List position title	Name of personnel or TBD		
		TOTAL	

Personnel Narrative – Provide definition of calculations. For example, is the level of effort based on FTE, hourly rate and number of hours, etc. Also, if funding is based on salary and benefits, please distinguish the amounts per each.

B. Travel

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Rate</u>	<u>Cost</u>
			TOTAL	

Travel Narrative – Provide brief description of cost calculations.

C. Supplies and Printing

<u>Item(s)</u>	<u>Rate</u>	<u>Cost</u>
	TOTAL	

Supplies Narrative – Provide a description of costs.

D. Sub-contracting

<u>Provider and Services</u>	<u>Rate</u>	<u>Other Description</u>	<u>Costs</u>
	TOTAL		

Sub-contract Narrative – Describe the rationale for sub-contracting and description of calculations.

E. Other

Item	Rate	Calculations	Costs
	TOTAL		

Other Narrative – Briefly describe calculations.

BUDGET SUMMARY

Category	Total Project Costs
A. Personnel	
B. Travel	
C. Supplies / Printing	
D. Sub-contracts	
E. Other	
Total Project Costs	

12.0 Evaluation Criteria

The selection process for this RFP involves a two-fold process; (A) scoring of written proposals and (2) scoring of interviews.

A. Scoring of the written proposals includes:

The County will score proposals according to the following criteria:

Project approach	50
Statement of Qualifications	25
Budget	25
Total	100

Top-scored Proposers will advance to the interview process.

B. Interviews

Interviews will be conducted either in person or via video with the top-scored Proposers. Interview questions will be constructed to gather more detailed information from the Proposer’s respective proposals including questions related to their understanding of the local criminal justice system, facilities challenges, vision for the future, their strategies for project implementation, their experiences with diverse community partners, budget and resources allocations, related experiences, work plan, timelines; and or other relevant Project areas.

Notwithstanding the selection procedures identified above, the County reserves the right to terminate the evaluation process after completion of any procedural state when, in the County’s sole discretion, further evaluation procedures are not required for the County to identify the Proposer whose offer will best suit the interest of the County.

13.0 Notice of Award

The County will provide written notice of its intent to award to a given Proposer at least 21 days before the award.

13.1 Protest of Intent to Award

A Proposer that is not recommended for award by the Selection Committee may protest the recommendation if the Proposer believes (1) that an individual(s) on the selection committee had a conflict of interest, (2) the selection process was contrary to law, or (3) the selection process was unnecessarily restrictive, diminished competition, or was legally flawed. To be considered, a protest must be submitted in writing not more than 14 calendar days after notice of intent to award is given, and contain the grounds for the protest.

The County will consider the protest if the protest is timely filed and contains:

- (a) Sufficient information to identify protest;

- (b) The grounds that demonstrate the basis for protest;
- (c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (d) The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective Proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than 5 business days after the protest is received. If the County upholds the protest, in whole or in part, the County will issue an addendum to the RFP process describing the updated selection process.

14.0 Attachments

ATTACHMENT I - PROPOSER STATEMENTS AND CERTIFICATIONS

Proposer's Name:

RFP Title:

PROPOSER STATEMENTS

Proposer's Offer. Proposer offers to provide the required services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named RFP, and that, if this proposal is accepted, Proposer will execute a contract with the County to furnish the services of the proposal submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

Proposer's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Proposer accepts all terms and conditions of this RFP except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of 120 days from the date proposals are due.

Proposer's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Proposer acknowledges that its entire proposal is subject to Oregon Public Records Law (ORS 192.410– 192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Proposer agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the Proposer Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend, hold harmless, reimburse and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Proposer acknowledges that it has received, considered, and hereby agrees with and accepts the terms, conditions, requirements, clarifications and other information or instructions provided in the following addenda, if any: _____

CERTIFICATIONS

By signing this Proposer's Certification form, Proposer certifies that:

1. Certification of Resident Bidder Status. Proposer is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.

2. Certification of Non-Discrimination. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.

3. Certification of Non-Collusion. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other Proposer.

4. Certification of Compliance with Tax Laws. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, including:

- a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
- b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
- c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.

PROPOSER

Authorized signature

Proposer’s legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS PROPOSAL

Contact Name

Telephone number

Email address

ATTACHMENT II – BENTON COUNTY PERSONAL SERVICES CONTRACT

This is an agreement by and between BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the services of an individual with the particular training, ability, knowledge, and experience possessed by CONTRACTOR,

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **TERM OF CONTRACT:** This contract shall become effective upon signature, and shall terminate on June 30, 20__.

2. **SERVICES TO BE PROVIDED:** See proposal solicitation and CONTRACTOR proposal, attached hereto and marked Attachment B.

3. **PAYMENT:** \$ _____, to be paid upon completion of the services contemplated by this contract.

4. **ASSIGNMENT/DELEGATION:** Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

5. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor. Although COUNTY reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System benefits from amounts paid under this contract, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

6. **WARRANTY:** COUNTY has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the

requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of such warranty.

7. INDEMNIFICATION. CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. INSURANCE: CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY as provided in Attachment A. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: Joe Kerby
County Administrator
205 NW 5th St.
Corvallis, OR 97339

CONTRACTOR: _____

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. TERMINATION: At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to CONTRACTOR. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to payment for all services satisfactorily rendered and expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the agreement by CONTRACTOR.

11. OWNERSHIP OF WORK PRODUCT: COUNTY shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract (“the work products”). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants COUNTY a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to COUNTY or produced by CONTRACTOR under this contract.

12. NONDISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

13. STATUTORY AND REGULATORY COMPLIANCE: CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.400 to ORS 659A.406 and all regulations and administrative rules established pursuant to those laws. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

14. EXTRA (CHANGED) WORK: Only the County Administrator may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure COO authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the County Administrator.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract it shall not employ any person having any such interest.

16. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Benton County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify COUNTY of any independent audit report of CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the County Administrator upon request.

17. GOVERNING LAW: This contract shall be governed and construed by the laws of the State of Oregon.

18. SEVERABILITY: If any term or provision of this contract 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.

19. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

DATED this _____ day of _____, 2019.

CONTRACTOR

BENTON COUNTY

Date: _____

County Administrator
Date: _____

Reviewed as to form:

County Counsel

AFFIDAVIT

CONTRACTOR declares that it does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

Principal

Date

ATTACHMENT A

CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

Required by County Not Required by County

Commercial General Liability insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by County Not Required by County

Automobile Liability covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per accident.

If this box is checked, the limits shall be \$5,000,000 per accident.

Required by County Not Required by County

Property of Others in Transit (Cargo) covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

Required by County Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: “Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions”. A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

Certificate holder should be: Benton County 205 NW 5th Street, Corvallis OR 97330 . Certificates of Insurance can be faxed to 541-766-6893 or emailed to the County Counsel vance.m.crony@co.benton.or.us .

Contractor’s Acceptance: _____

Completed at County by: Vance M. Croney