LANE COUNTY, OREGON

LANE COUNTY PUBLIC WORKS
Lane Events Center

REQUEST FOR PROPOSALS
(FOR ELECTRONIC SUBMISSION)

Concessions and Catering Services

Contract FY20/21

PROPOSALS DUE:

10:00 a.m. local time
Monday, June 15, 2020
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1.0 INVITATION TO SUBMIT PROPOSALS
Lane County (County), acting through its Lane Events Center Division, will receive proposals for the Request for Proposals (RFP) titled:

Concessions and Catering Services

Until:
10:00 a.m. local time, Monday, June 15, 2020

Addressed to:
Corey Buller, Lane Events Center Division Manager
corey@laneeventscenter.org

Briefly, the purpose of this RFP is to solicit offers from potential vendors who are interested in providing concessions and catering services at the Lane Events Center (LEC) for Lane County. The contract will be for a period from September 1, 2020 through August 31, 2021. The contract may be extended for two additional one-year periods, at the sole option of the County. Additionally, the terms of the contract may be negotiated in an amendment for each of those one-year periods.

Proposals properly submitted and received will be opened at a time and date to be determined after the proposals are due, and a list of the names of persons submitting proposals will be promptly sent to all such proposers, along with such other information as the public officer considers appropriate at the time.

1.1 Mandatory Requirements

Proposals will be reviewed by the public officer for responsiveness to the mandatory requirements established by the RFP. To be considered, proposals must be submitted electronically in accordance with these instructions:
1. Proposals must be submitted as an attachment to an email, submitted to the email address stated above.
2. The subject line of the email must contain the words "Proposal for" and clearly identify the RFP that the proposal is in response to.
3. Unless otherwise stated in the Proposal Requirements, proposal documents may be submitted in PDF format only.
4. Proposals must not include .zip files, or be more than 30MB in size.
5. Submission of a completed Proposer's Statements and Certifications in the form included as Exhibit B.

Interested parties may download a complete set of RFP documents from the Lane County County-Wide Bid Page at:

www.lanecounty.org/bids

The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by County in writing not less than 48 hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page or from the person identified above for printed copies of RFP documents. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received and will become part of any resulting contract.

The County may reject any proposal not in compliance with all prescribed proposal procedures,
requirements, rules, or laws, and may reject for good cause any and all proposals upon the County and LEC’s finding that it is in the public’s best interest to do so.

2.0 PREPARATION AND SUBMISSION OF PROPOSALS

2.1 Proposal Preparation

Proposers are responsible to read and understand all portion of the solicitation documents, including attachments and addenda, if any, and to include 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 containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the Invitation to Submit Proposals.

Each proposer 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 there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

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. If the County receives a records request, including subpoena, covering information the bidder believes is covered by an applicable public records exemption, it is the proposer’s responsibility to defend and indemnify the County and LEC 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 the Invitation to Submit Proposals. To be considered, proposals must be submitted in the form and manner stated in the Invitation for Proposals, complete with a Proposer's 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.

By submitting a proposal, 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, and may deposit a new sealed proposal in the manner stated in the Invitation to Submit Proposals. The County may release an unopened proposal which has been withdrawn to the proposer or its
authorized representative after voiding any date and time stamp mark. 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 public officer, other than to address for minor informalities, unless the proposal is withdrawn and resubmitted as described above.

3.0 CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

3.1 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 public officer designated for receipt of proposals or other person identified for submission of questions.

If the public officer believes 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 on the County-Wide Bid Page or from the person identified above for printed copies of RFP documents. The addendum may postpone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be included 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, or workmanship is to be used.

3.2 Protest of Solicitation Documents

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to the public officer identified for receipt of proposals in the Invitation to Submit Proposals not less than ten (10) days prior to the deadline for submission of proposals.

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 how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
(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, County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, 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. 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 County that circumstances exist that justify a shorter time limit.

4.0 OPENING OF PROPOSALS

County will not examine any proposal prior to opening. Any proposal or modification received
after the designated deadline will not be opened or considered. The proposals submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of any information covered by an exemption to disclosure.

5.0 PROPOSAL EVALUATION AND AWARD

5.1 Compliance with Laws and Minimum Requirements

Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by RFP, which include:

(a) Submission of a completed Proposer's Statements and Certifications in the form included as Exhibit B.
(b) Compliance with proposal procedures, public contracting laws, and the requirements of the Lane Manual.
(c) Application of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).

5.2 Proposal Evaluation

County will award the contracts based on the responsiveness of the actual proposals received to the requirements established in sections 6.1, 6.2 and Exhibit A, considering price, qualifications, experience, resources, proposed services, proposers' past record of performance for the LEC, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by the evaluation committee on the basis of the process and scoring established in Exhibit A. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more proposers with the highest-scored proposals. Interviews may include a presentation by the proposer and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

In evaluating the proposals and selecting contractors, County reserves the right to:

(a) Award multiple contracts if preferred model warrants it and should County find it in the best interests of the public and LEC to do so,
(b) Reject any and all proposals,
(c) Issue subsequent Requests for Proposals for the same or similar goods or services,
(d) Not award any contracts for the requested services,
(e) Waive any irregularities or informalities,
(f) Accept the proposals that County deems to be the most beneficial to the public and LEC,
(g) Negotiate with any proposer to further amend, modify, redefine or delineate its proposal,
(h) Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that contracts cannot be successfully negotiated with the selected proposer, which may occur prior to the time final recommendations for awards are made for executive approval, and
(i) Further question any proposer to substantiate claims of experience, background knowledge, and ability.
5.3 Mistakes in Proposals

Minor informalities may be waived. Mistakes discovered after opening where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may not be accepted. County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award any contracts when it finds such action to be in the public’s best interest.

5.4 Notice of Award

County will provide written notice of their intent to award contracts(s) to a given proposer or proposers at least seven (7) days before the award, unless County determines that a shorter notice period is more practicable.

5.5 Protest of Intent to Award

Any proposer that has submitted a proposal for an RFP and is not recommended for award by the evaluation committee may protest the recommendation to the County. To be considered, a protest must be submitted in writing not less than seven (7) calendar days after notice of intent to award is given, and contain the grounds for the protest in accordance with Lane Manual Chapter 20.730.

5.6 Rejection of Proposals

If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with opportunity for supplemental submission. If there is partial rejection, LEC may solicit supplemental information only from those proposers who submitted proposals, on the condition that it is unlikely that re-advertising would lead to greater competition. The public officer is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

6.0 SERVICE OPPORTUNITIES TO RESPOND TO

Proposers are advised to examine EXHIBIT G, which is a spreadsheet showing the 2019 Concessions and Catering revenue for the opportunities discussed in sections 6.1 and 6.2.

6.1 Exclusive Concessions Provider:

LEC is seeking an Exclusive Concessionaire for the LEC campus. The Exclusive Concessionaire will be open for every event that requests concessions and is completely responsible for all sales of food and beverages at the LEC (excluding alcohol sales and catering as defined in section 6.2). Exclusive Concessionaire will need the flexibility to work with certain LEC clients that may request additional service points and food options that better support their event and attendees.

Exclusive Concessionaire will be allowed to use the existing Concession Stands during events that are contracted with at the LEC campus which are located as follows:

Convention Center – 2 stands
Expo Hall – 1 stand
(With numerous portable locations possible throughout the Fairgrounds.)
Equipment owned by LEC and currently located in existing Concession stands at LEC may be available for use by the Exclusive Concessionaire based upon current “as is” condition. Exclusive Concessionaire will also have use of the Prep Kitchen in the Convention Center for any of the events being held at the Fairgrounds based upon availability. However, Exclusive Concessionaire will be required to provide their own equipment not already provided by LEC. Chosen Contractor will need to use the POS system owned by LEC.

County (LEC) has an exclusive beverage contract with Bigfoot Beverages to utilize only their non-alcoholic beverage products on the LEC campus. Contractor will need to utilize all non-alcoholic Bigfoot Beverage products exclusively to comply with existing contract with County (LEC).

County (LEC) has an exclusive contract with Oregon Beverage Services to utilize only their alcoholic beverage pouring services on the LEC campus. If alcohol services are requested or required at any event, Contractor will work alongside Oregon Beverage Services to comply with existing contract with County (LEC).

LEC will NOT provide onsite “office” space to Contractors.

Clients may be allowed to opt out of concessions services under certain circumstances such as the event being a food show, specific food is an integral part of the event etc. All instances will require approval of LEC management and be communicated to the Exclusive Concessionaire. Should this occur there will be no compensation to the Exclusive Concessionaire.

Refer to section 6.3 for a detailed list of required elements for the proposal.

6.2 Primary Caterer:

LEC is seeking one Primary Caterer. The Primary Caterer will be considered the in-house caterer and will be promoted by LEC for use by LEC clients, and will have the first opportunity to bid on all catering requests received (excluding alcohol sales). LEC will provide clients additional consideration to their rental for those patrons opting to use the Primary Caterer. However, LEC will maintain a list of other approved caterers that LEC clients will be allowed to choose from if they do not wish to use the services of the Primary Caterer. If another caterer is chosen by a client, that caterer will perform those services, with no expense or compensation to the Primary Caterer. However, no other caterer will receive primary billing or inclusions with clients. Should another caterer need access to the prep kitchen at LEC to provide services here, they will be required to pay the Primary Caterer for kitchen management/access when on-site.

LEC will NOT provide onsite office space to Contractors. However, caterer may have access to prep kitchen, and any equipment that is built in to the facilities (i.e. dishwasher, coffee maker, ice maker, etc.), based on availability.

County has an exclusive beverage contract with Bigfoot Beverages to utilize only their non-alcoholic beverage products on the LEC campus. Vendor will need to utilize all non-alcoholic Bigfoot Beverage products exclusively to comply with existing contract with County.

County (LEC) has an exclusive contract with Oregon Beverage Services to utilize only their alcoholic beverage pouring services on the LEC campus. If alcohol services are requested or required at any event, Contractor will work alongside Oregon Beverage Services to comply with existing contract with County (LEC).

LEC will require an itemized list of services provided by Caterer.
Refer to section 6.3 for a detailed list of required elements for the proposal.

6.3 **Required Elements of the Proposal**

Each proposal must clearly illustrate the proposer's ability to finance, operate and maintain services at the Lane Events Center. Each proposal must include the following information in the order listed below and clearly marked as to what section the proposer is addressing.

A. **Service Capability**
   Provide a detailed description of how the necessary staffing levels to support events of all sizes both as a concessionaire and caterer will be achieved. Provide an operational model, and ability to handle the enclosed scope of work, experience with similar contracts, clients and facilities. Include staffing structure in both administrative and service areas.

B. **Industry Experience**
   Provide a demonstrated ability and experience managing and operating concessions and catering services at the appropriate scale. Include proposed staff qualifications, as a whole and individually, the necessary skills, experience and ability to successfully operate the concessions stands and provide catering to clients.

C. **Financial Proposal**
   Provide a detailed compensation plan that will benefit both the Contractor and the County including the proposed fee to be paid to the facility as a percentage of gross receipts, including all service fees but less gratuity. Minimum proposal of 15% required for consideration.

D. **Financial Stability**
   Provide examples of financial strength, ability to maintain operations financial/accounting practices, and examples of timely payment history.

E. **References**
   Provide minimum of three to five references from clients receiving services from either concessions or catering. A variety of both is preferable. Inclusion of the size of event attendance and location of services provided is required.

F. **Client Support**
   Provide an explanation of ability to provide top notch customer service to all Lane Events Center clients including methodologies, proposal tracking and timelines.

G. **Enhancement and Promotion of Services at LEC**
   Provide examples of ability to provide marketing support in the form of materials and content to build on the current events as well as attract new events to the facility. Include methodology to do so. Provide an example of ways in which proposer would promote the facility existing and new clients. Describe areas in which proposer sees business could be grown.

6.4 **Tour of Facility:**

A tour of the facility may be made by appointment only. Please call 541-682-4292 if you are interested in receiving a tour of the facilities prior to submission of a proposal.
EXHIBIT A – SELECTION PROCEDURE AND SCORING

A.1 Selection Committee. The Selection Committee will be comprised of:
Corey Buller, Division Manager
Rachel Bivens, Marketing Manager
Emily Zajac, Marketing & Sales Specialist

A.2 Evaluation Process. The selection process for this RFP will include the procedures identified here:

☒ Will include evaluation and scoring of initial proposal
☒ May ☐ Will Not (check one) include interviews of top-scored proposers
☒ May ☐ Will Not (check one) include a requirement for additional questions and responses from top-scored proposers
☒ May ☐ Will Not (check one) include competitive negotiations with top-scored proposers

Notwithstanding the selection procedures identified above, LEC reserves the right to terminate the evaluation process after completion of any procedural stage when, in LEC’s sole opinion, further evaluation procedures are not required for LEC to identify the proposer whose offer will best suit the interests of LEC.

A.3 Proposal Scoring. LEC will score proposals according to the following criteria (detailed description listed in section 6.3):

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Capability</td>
<td>60</td>
</tr>
<tr>
<td>Industry Experience</td>
<td>25</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>30</td>
</tr>
<tr>
<td>Financial Stability</td>
<td>20</td>
</tr>
<tr>
<td>References</td>
<td>20</td>
</tr>
<tr>
<td>Client Support</td>
<td>20</td>
</tr>
<tr>
<td>Enhancement and Promotion of Services at LEC</td>
<td>25</td>
</tr>
</tbody>
</table>

Total Possible Evaluation Points 200

A.4 Shortlist Determination. If LEC is unable to make a determination of the best proposal based upon the proposal scoring, LEC may invite up to three proposers to proceed to a further stage of evaluation as identified in A.2 above. If further stage is required, the proposal score ☒ Will ☐ Will Not (check one) be added to the proposal score. If not added to the proposal score, the score of this next stage may be used as the sole scoring method for selecting the proposer.

A.5 Interview Scoring (if used). LEC will score interviews according to the following criteria:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Prominence</td>
<td>20</td>
</tr>
<tr>
<td>Interest in Long Term partnership</td>
<td>40</td>
</tr>
<tr>
<td>Flexibility</td>
<td>30</td>
</tr>
</tbody>
</table>

Total Possible Points 100
EXHIBIT B - PROPOSER'S STATEMENTS AND CERTIFICATIONS

Proposer's Name: ________________________________________________________________

RFP Title:  Concessions and Catering Services (any portion or any combination thereof)

PROPOSER'S 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 Request for Proposals, 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 Request for Proposals except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of 60 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's Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify the County and LEC for any costs associated with establishing a claimed exemption.

ADDENDA

Proposer has received and considered, in the accompanying proposal, the terms of 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 Proposer's 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
EXHIBIT C – Sample Contract Documents

LANE COUNTY GOODS/SERVICES CONTRACT

(CONTACT FORM A-1, 2020 EDITION)

Contract Title: contract title

This Contract is entered into by and between Lane County, a political subdivision of the State of Oregon (“County”), and [Contractor’s legal name] (“Contractor”), referred to collectively in this Contract as “the parties”. County and Contractor agree as follows:

1. STATEMENT OF WORK (the "Work")

1.1 Contractor will furnish or perform a brief description of the work, OR if not described elsewhere, a detailed description of the work in accordance with the requirements of this Contract.

1.2 The scope of Contractor's Work is further described in Exhibit A.

1.3 Contractor must perform the Work in a manner consistent with the offers and statements in Exhibit D.

2. CONTRACT DOCUMENTS

2.1 The Contract. The Contract consists of this document and the following listed exhibits, which are incorporated into this Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.

2.2 Exhibits. With this document, the following Exhibits are incorporated into the Contract:

   Exhibit A  Scope of Work
   Exhibit B  Standard County Contract Conditions
   Exhibit C  Insurance Coverages Required
   Exhibit D  Contractor's Proposal
   Exhibit ... Enter any additional exhibits here If more Exhibits are added, be sure that they are referenced in this Contract (as 1.4 above, or in 7. below), or elsewhere in the documents in a way that it is clear how these fit into the overall contract

2.3 Precedence. In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract document, then in order: Exhibit C, Exhibit B, Exhibit A, Exhibit D, other Exhibits.
3. CONSIDERATION AND PAYMENT

3.1 Consideration. In consideration for Contractor's performance, County agrees to pay the amount in words and figures, OR the reference to the Exhibit and section where the fee is given. County is not obligated to pay any amount greater than that stated here.

3.2 Payment. Payment will be made "upon completion," OR the amount per period, OR other terms agreed upon for payments. Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.

4. EFFECTIVE DATE AND DURATION

4.1 Effective Date. Upon the signature of all parties, this Contract is effective specific start date, OR delete this highlighted text to make it effective upon signature.

4.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Contract will terminate Enter an end date, OR within a period of days or years. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

5. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other. Any notice required under this Contract must be addressed to the authorized representative stated here, which may be made by personal delivery, or by mail, first-class postage prepaid. If no representative is identified here, notice may be given to the person executing the Contract for that party below.

6.1 County's Authorized Representative. representative's name, title, telephone number, email address, and any other desired contact information here. If none, state "None assigned".

6.2 Contractor's Authorized Representative. representative's name, title, telephone number, email address, and any other desired contact information here. If none, state "None assigned".

6. MULTIPLE COUNTERPARTS. This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so
executed will constitute an original.

7. SPECIAL CONTRACT PROVISIONS.

7.1 Enter here any agreed modifications to the terms contained in the contract conditions or exhibits, OR if none, delete this section or state “Not Used.”

SIGNATURES

CONTRACTOR’S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO THE COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor shall, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work.
- Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, 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.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, I the undersigned Contractor hereby swear and affirm under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4).
EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:    COUNTY:

ENTER CONTRACTOR'S LEGAL NAME          LANE COUNTY

By: ________________________________    By: ________________________________

Title: _______________________________    Title: _______________________________

Date: ________________________________    Date: ________________________________

Address:        Lane County, Lane Events Center
                796 w. 13th Avenue
                Lane County, Lane Events Center
                796 w. 13th Avenue
                Eugene, Oregon 97402

Tax ID No.: __________________________
EXHIBIT D – STANDARD COUNTY CONTRACT CONDITIONS

1. CONTRACTOR’S STATUS

1.1 Independent Contractor Status. The performance of this Contract is at Contractor’s sole risk. The service or services to be rendered under this Contract are those of an independent Contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

1.2 Contractor’s Responsibilities. Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor’s subcontractor, if any.

1.3 Contractor Not Employee. Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

1.4 Reporting of Payments. Contractor acknowledges that County will report the total amount of all payments made under this Contract, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

2. INSURANCE AND INDEMNIFICATION

2.1 Contractor’s Required Insurance. Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.

2.2 Contractor to Maintain Insurance. Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.

2.3 Workers’ Compensation. Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers’ Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.

2.4 No Limitation. Nothing contained in these insurance requirements limits the extent of
Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.

2.5.1 If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

3. **CONTRACTOR’S OBLIGATIONS**

3.1 Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless County has good cause and the Contract provides otherwise.

3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.

3.3 Contractor agrees that 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.

3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will 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.

3.5 Contractor may 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 the County harmless from any such lien or claim.

3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
3.7 Contractor must, in the course of carrying out Contractor’s Work, comply at all times with the then-current “Mandatory County Policies for Vendors” published on County’s Procurement and Purchasing webpage at: www.lanecounty.org/bids.

4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON AND FEDERAL LAW

4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:

(a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(b) All subject employers working under the contract are either employers that must comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:

(a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

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

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(b) An employer must give notice in writing to employees who work on a public contract, 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.
(c) If this Contract is for personal services as described in ORS 279A.055, an employee 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 personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, 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 employees may be required to work.

(e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, 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.

(f) This Section 4.3 does not apply if the Contract is strictly for goods or personal property.

4.4 Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds $10,000, Contractor must 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.

4.5 Pursuant to ORS 316.167, Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees.

4.6 Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor’s failure to have complied or comply with these tax laws will constitute a default, for which the County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

4.7 Equal Employment Opportunity. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: http://www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.
4.8 Americans with Disabilities Act Compliance. During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

5. MODIFICATION AND TERMINATION

5.1 Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties.

5.2 Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either 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.

5.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the public contract or other applicable law. 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.

5.4 Availability of Funds. County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget; however, Contractor understands and agrees that, 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. County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, County will have no further obligation to Contractor for payments beyond the termination date.

5.5 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.
6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

6.2 Governing Law. All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Forum and Venue. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

7. MISCELLANEOUS PROVISIONS

7.1 Compliance with Public Records Law. The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County’s good faith interpretation of its statutory requirements.

7.2 Confidentiality and Protection of Consumer Personal Information. Except as provided in subsection 7.1 above, if Consultant as part of the work of this Contract receives any consumer personal information, Consultant must maintain confidentiality of such consumer personal information and may not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Consultant's responsibilities under this Contract, except upon written consent of County and, if applicable, the employee, client, applicant, or person. Consultant must ensure that its officers, employees, agents, and subcontractors understand and comply with the confidentiality provisions of this Contract. If Consultant owns, maintains, or otherwise possesses data that includes a consumer's personal information, Consultant must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.

7.3 Merger. This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.
7.4 Waiver. Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

7.5 Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.6 Survival. The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.7 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Contract.

7.8 Non-Assignment. Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

7.9 Binding on Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

7.10 No Third-Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

7.11 Headings. The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.
EXHIBIT E – Insurance Coverages Required

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor’s own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

☐ COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT shall include:

Policy must include:

• Commercial General Liability
• Damage to Rented Property ($50,000)
• Medical Expenses ($5,000)
• Personal and Advertising (Same as per occurrence)
• Products/Completed Operations (Same as per occurrence)

MINIMUM POLICY LIMITS

☑ $2 million per occurrence/$4 million aggregate*  
☐ $2 million per occurrence / $2 million aggregate (Amount pre-approved by Risk Management or required by contract)
☐ Amount required by funding source

Aggregate limits: ☐ Per Policy (most contracts) ☐ Per Project (construction contracts)

*Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

☐ ADDITIONAL INSURED ENDORSEMENT for general liability insurance coverage is required for performance of this contract.

☐ Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider’s activities being performed under the Contract. The contract MUST include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.

☐ When this box is checked, the Additional Insured Endorsement for this contract MUST be by scheduled (or named) endorsement only, and must read: “Lane County, its officers, agents, employees and volunteers are named as additional insureds” with respect to Provider’s activities being performed under the Contract. The additional insureds must be named as an additional insured by separate endorsement, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

☐ AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT: Insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agents and employees as additional designated insureds (CA 20 48 02 99 or equivalent). *Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable.

LIMITS*  ☑ $2 million combined single limit per accident for bodily injury and property damage  
☐ Amount pre-approved by Risk Management and required by contract: $  
☐ Amount required by funding source: $

☐ WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers’ Compensation and Employer’s Liability coverage. Sole proprietors not subject to Workers’ Compensation coverage must complete, execute, and submit the Workers’ Compensation Coverage Exemption Statement.

☐ EMPLOYER’S LIABILITY ☑ Statutory amount (currently $500,000 in Oregon, other states may vary)
☐ Other: minimum of $1,000,000 when not regulated by statute

☐ OTHER:

☐ CYBER coverage in the amount of $2,000,000

☐ PROFESSIONAL LIABILITY coverage: limits not less than $ (1,000,000/occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.

☐ POLLUTION LIABILITY coverage: limits not less than $ (1,000,000/occurrence minimum when required).

☐ Coverage must be continuous for 24 months from the end of the project and shall include completed operations.

☐ Limits not less than $ (1,000,000/occurrence minimum unless indicated)

☐ Limits not less than $ (1,000,000/occurrence minimum unless indicated)

☐ CERTIFICATE HOLDER: Lane County, its officers, agents, employees and volunteers c/o

☐ LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER. The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

☐ DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.

This document is an attachment to and part of your contract with Lane County.

Rev. RM 8/21/18
Lane County Risk Management / LCRISKMG@co.lane.or.us
# EXHIBIT F - 2019 Concessions and Catering Revenue

## 2019 Concessions & Catering revenue

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<th>Events with Concessions</th>
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