



# COLUMBIA COUNTY FAIR BOARD

## Request for Proposal (RFP)

### Carnival Service for Annual Fair & Rodeo

**RFP #S-C00055-00008455**

Date of Issue: October 18, 2023

Closing Date and Time: November 17, 2023, 2:00 pm

Single Point of Contact (SPC): Butch Guess, Fair Board Vice President

Address:	PO Box 74
City, State, Zip	St. Helens, Oregon 97051
Phone (voice)	503-397-4231
Fax	503-397-9704
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#### **Columbia County Mission:**

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County

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## Section I. Request for Proposals

The Columbia County Fair Board is seeking proposals from professional carnival operators for a 3-year contract, with a possibility of three additional 1-year extensions, for carnival services at the annual Columbia County Fair and Rodeo.

## Section II. Project Overview

The Columbia County Fair and Rodeo (the “Fair”) is located on the Columbia County Fairgrounds at 58892 Saulser Road in St. Helens, Oregon. There is a fee for admission to the Fair, which includes access to the Fairgrounds and entertainment such as the Columbia County Rodeo and stage acts. In 2016, gate admission fees were: \$13.00 for adults and \$7.00 for youth and seniors. The concession revenue received for the past three years were:

2023: 70,270.18

2022: 86,955.84

2021: 83,469.49

## Section III. Scope of Services

The selected proposer will provide carnival services for the Columbia County Fair and Rodeo including, but not limited to:

- The latest and most popular midway rides, shows, games, and food and beverage concessions.
- Related equipment such as ticket booths, generators, rest areas, benches, and plant material; and
- Full-time personnel trained and experienced in management, safety, marketing, public relations, and promotions.

The selected proposer will be required to enter into a contract with the County for a term of three (3) years with up to three (3) additional one-year extensions in the County’s discretion. Submission of a proposal shall indicate the proposer’s agreement to enter into the County’s form of contract, a sample of which is provided in this RFP. Any changes to the County’s contract terms and conditions must be included in the proposal. The selected proposer shall meet the highest standards prevalent in the industry in providing the above services.

### Fair Dates\*:

The Fair takes place in July. The dates for the next six years are:

2024: July 17 to July 21

2027: July 21 to July 25

2025: July 16 to July 20

2028: July 19 to July 23

2026: July 15 to July 19

2029: July 18 to July 22

Fair Hours\*:

10:00 a.m. to 11:00 p.m. on Wednesday and Thursday

10:00 a.m. to midnight on Friday and Saturday

10:00 a.m. to 5 p.m. on Sunday

\*Fair Dates and Fair Hours are subject to change

Move-In & Move-Out:

Carnival can begin moving in the Saturday prior to the opening of the Fair and must move-out no later than the Wednesday after the Fair.

Past Fair Attendance:

2023: 31,391

2022: 27,323

2021: 16,067

## Section IV. General Instructions

### A. Administrative Information

1. This RFP is issued under the authority of the Columbia County Board of Commissioners. Butch Guess, Fair Board Vice-President, is the designated contact person for the procurement. All inquiries concerning this request shall be directed to Butch Guess, by any of the following means:

Butch Guess, Fair Board Vice President

PO Box 74

St. Helens, OR 97051

503-397-4231 (phone)

503-397-9704 (fax)

[butch.guess@columbiacountyfairgrounds.com](mailto:butch.guess@columbiacountyfairgrounds.com)

2. Estimated Project Schedule:

Event	Date & Time
RFP Advertised	October 18, 2023
Questions/Request for Clarification Due	October 27, 2023
RFP Protest Period Ends	*7 Calendar days prior to RFP closing
Proposal Withdrawal or Modification	*Must be submitted prior to submission deadline
RFP Submission Deadline	*November 17, 2023; 2:00 p.m.
Proposal Opening	November 17, 2023; 2:30 p.m.
Notice of Intent to Award	November 30, 2023
Contract Awarded	No sooner than December 6, 2023

\*Note: With the exception of the dates marked with an asterisk all dates are subject to change in the County's sole discretion.

3. This Request for Proposals consists of the following Sections:

Section I. Request for Proposals

Section II. Project Overview

Section III. Scope of Services

Section IV. General Instructions

Section V. Proposal Response

Section VI. Evaluation and Selection

Section VII. Contract

Proposers should check this package to ensure that all of the above listed items are included. Any missing portions can be obtained from Butch Guess, at the contact information provided, above.

4. It is extremely important that all portions of this RFP be completed as professionally as possible. An incomplete or uncoordinated submission will be judged as indicative of the proposer's capability and professionalism. If there are any deviations from the RFP requirements, explain the deviation in the Proposal.
5. Prior to the deadline for submitting a protest, a prospective proposer may request that the County clarify or correct any provision of the RFP. The County's clarification or correction, whether orally or in writing, does not change the RFP and is not binding on the County unless the County amends the RFP by addendum. To seek clarification, prospective proposers who find any ambiguity, inconsistency or error in the RFP should notify Butch Guess in writing. Any such request or notice shall be made no later than October 27, 2023. Any supplement, interpretation, correction or changes to the RFP will be made by written addendum and posted on the County's website at <https://www.columbiacountyor.gov/bids> or emailed to all who are known to have received the RFP. Supplements, interpretations, corrections or changes of the RFP made in any other manner will not be binding, and proposers shall not rely upon such supplements, interpretations, corrections or changes.
6. A list of all solicited proposers will be provided to any proposer upon receipt of written request.
7. Proposers must certify in their proposal that the proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or

controlled by or that employs a disabled veteran as defined by ORS 408.235.

8. There will be no pre-offer conference.

#### B. Proposal Submittal

1. Seven (7) copies of the complete proposal, including all other required documents, shall be submitted in a sealed envelope clearly marked on the outside:

“COLUMBIA COUNTY FAIR CARNIVAL PROPOSAL”

2. The Fair Board and its officers, agents and employees shall not be liable or responsible for the premature opening or failure to open any proposal that is not marked according to this instruction. The original proposal must be clearly marked “ORIGINAL” and contain all original signatures.
3. Proposals must be received on or before 2:00 p.m., November 17, 2023, according to the clock in the Columbia County Courthouse, to be considered. Proposals will not be received electronically. LaVena Sullivan, Accounting Specialist II, is the person designated to receive proposals. Submit proposals to:

Mailing address:

Columbia County Finance  
Attn. LaVena Sullivan  
230 Strand St  
St. Helens, OR 97051

or if hand delivered:

Columbia County Finance  
Attn. LaVena Sullivan  
230 Strand St  
St Helens, OR 97051

4. All proposals become the property of the Fair Board. If proprietary information is contained in the proposal, it must be clearly identified.

#### C. Proposal Opening

1. All proposals received in compliance with the instructions of this RFP will be opened on November 17, 2023 at 2:30 p.m., at the Columbia County Courthouse. There will be no public opening. The Proposals will be reviewed by the Fair Board for compliance with instructions contained herein. Only those proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee.

2. Proposals found to be in compliance with requirements set forth in this Request for Proposal will be reviewed and scored by the Evaluation Committee approximately the week of November 25, 2023. The time and place of the Evaluation Committee meeting is yet to be determined.
3. Proposals received after the date and time specified in this RFP and/or proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP will not be considered for evaluation or award of a contract.

#### D. Modification or Withdrawal of Proposal

1. A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.
2. Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the Fair Board at the place designated for receipt of proposals. Such notice shall be in writing and signed by the proposer; it shall be so worded as not to reveal the amount of the original proposal.
3. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.
4. Pre-proposal modifications or withdrawals must comply with OAR 137-047-0440.

#### E. Contract Award

1. After proposals are opened and a determination is made that a contract is to be awarded, the County shall award the contract to the responsible Proposer whose Proposal the County determines in writing is the most advantageous to the County based on the evaluation process and evaluation factors described in this RFP, and when applicable, the outcome of any negotiations. The Contract will be awarded as a whole to one Proposer.

The Contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Proposal. The Contract will be delivered or made available to the successful Proposer for execution. Two duplicate originals of the Contract shall be signed by the Contractor and returned to the County, along with the required Certificates of Insurance, Additional Insured Endorsement(s), and any other documents required by the Contract for final approval, dating and execution by the County within ten (10) calendar days of mailing by the County or receipt by Proposer, whichever is sooner.

2. The Contract will not be effective until finally approved, dated, and executed by the County. After execution by the County, a signed original of the Contract will be delivered or made available to the Contractor, and the Proposal security, if any, will be returned. A Sample Contract is included in the procurement documents. Terms and conditions set forth in the Sample Contract are subject to pre-proposal protest restrictions. Submission of a Proposal constitutes the Proposer's agreement to enter into the County's form of contract.
3. This RFP does not commit the Columbia County Fair Board to award a contract. The Columbia County Fair Board reserves the right to accept or reject any or all Proposals received as a result of this RFP and to negotiate with any qualified Proposer(s) for all or part of the requested goods and services.

#### F. Protest Procedures

All protests of solicitation or selection processes are limited to the following issues and filing times:

1. Solicitation protest: Unless a different deadline is specified in the RFP, Proposers may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the County no later than ten (10) calendar days prior to the submission deadline. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. The County will consider a protest that is timely filed and contains the following:
  - a. Sufficient information to identify the solicitation that is the source 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;
  - d. The relief sought; and
  - e. A statement of the desired changes to the Procurement process or Solicitation Document that the Proposer believes will remedy the conditions on which the Proposer based its protest.
2. Selection protest: Every Proposer who submits a proposal in response to an RFP shall be mailed a copy of the notice of intent to award contract sent to the highest ranked Proposer. Unless a different deadline is specified in the RFP, a Proposer who has submitted a proposal and claims to have been adversely affected or aggrieved



by the selection of a competing Proposer, shall have seven (7) calendar days after receiving the notice of intent to award to file a written protest of the selection with the County. A protest must establish that protester is adversely affected or aggrieved, *i.e.*, the protester would be eligible to be awarded the public contract in the event that the protest were successful, and:

- a. All lower bids or higher ranked Proposals are non-responsive;
  - b. The County has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
  - c. The County abused its discretion in rejecting the Proposal as non-responsive; or
  - d. The County's evaluation of Proposals or its subsequent determination of award is otherwise in violation of ORS 279A or 279B.
3. The County shall have the authority to settle or resolve a written protest submitted in accordance with this section and ORS 279A and 279B. The County shall promptly issue a written decision on the protest.
  4. Review of the County's disposition of a written protest shall be available by filing a written request for review of the County's disposition with the Board of County Commissioners within seven (7) calendar days.
  5. Any protest received after the deadlines described above shall not be considered.

#### G. Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections shall be entirely the responsibility of the Proposer. Under no circumstances will the County be responsible for those costs and expenses.

## Section V. Proposal Response

#### A. Format

The submitted written proposal must be in the following format:

1. Proposals are to be typed on 8 ' x 11 inch paper.
2. Pages shall be numbered, and each of the sections described below shall begin on a new page and be separately tabbed.
3. The submittal must contain one original and six copies. The original must be clearly marked "ORIGINAL" and contain all original signatures.

#### B. Title Page

1. The name and signature of the proposing company's authorized representative, as

well as his/her address and telephone number, must be provided. The Proposal must be dated on this page.

2. The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the Proposer's acceptance of and responsibility for the following:
  - a. All data presented in the Proposal is accurate and complete.
  - b. Acknowledgment that the Proposer has read and understood the RFP and that the Proposal is made in accordance with the contents of the RFP, unless otherwise noted in the Proposal.
  - c. The Proposal and the prices contained in the Proposal shall be valid for ninety (90) days after submission of the Proposal.
  - d. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the Proposer.
  - e. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprise or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any required subcontract.
  - f. Proposer agrees to enter into the County's form of contract, a sample of which is included in the RFP.
3. The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of proposal.

#### C. Table of Contents

Proposals that are ten (10) or more pages in length shall include a table of contents listing all major sections and subsections.

#### D. Evaluation Criteria (Weighted)

Proposals shall address all of the following criteria, in this order:

1. **Company Information (50 points)**  
Legal Business name and any DBA's, address, phone number(s), fax number(s), e-mail(s), and website address. Include names and information on owners, partners, managers, key employees and a brief company history.
2. **Statement of Operation (200 points)**

Provide statements relative to management philosophies, public relations policies, handling of customer complaints, employee hiring practices, games, rides, shows and concession pricing policies, ticketing, appearance of employees and show, etc.

**3. Experience (100 points)**

Provide a list of all fairs recently played. Include Fair's contact information and attendance. Provide three letters of reference from Fair Managers. References should be from clients currently under contract with Proposer.

**4. Financial References (100 points)**

Provide letters from three financial references (banks, credit organizations, manufacturers, major supplies, etc.) that you have done business with in the last two years.

**5. Safety (200 points)**

- a. The contractor shall perform the carnival operation in a manner that will ensure the safety of fair's employees and agents; licensees, agents, sub-licensees and the public.
- b. Submit a current general liability claims summary or loss run (dated within 60 days of deadline) on official form from the insurance carrier, underwriter, or broker, showing all losses in excess of \$50,000 incurred by carnival during the last two years or more. This claims summary must be accompanied by a cover letter from the insurance carrier, underwriter, or broker (dated within 60 days of deadline) specifying the carrier(s), policy number(s), policy term(s), named insureds, and the total number of claims listed on the claims summary. Where appropriate, include a separate discussion of any corrective actions taken following a loss (list date, location, and description of each loss or fatality discussed).
- c. Describe carnival's current safety policies, procedures, and employee training program. Provide a copy of the safety handbook and any other safety related documents that are provided to carnival employees.

**6. Promotions (200 points)**

List and describe in detail the promotions that the carnival operator will provide for each year of the license. Example: Wristband days, discount coupon offers, etc.

**7. Rides (300 points)**

Provide a complete list of rides that will be operated during the Columbia County Fair. Provide name of ride, description, year, category and photograph of each ride.

**8. Games (100 points)**

Provide a complete list of games that will be operated during the Columbia County Fair.

**9. Food Concessions (100 points)**

Provide a complete list of Food Concessions that will be operated during the Columbia County Fair.

**10. Other Equipment (50 points)**

List all other equipment that will be provided during the Columbia County Fair such as: Ticket Booths, Electrical Generators, Light Towers, Entrance Gates, Offices, Signage, Maintenance Facilities, etc.

**11. Financial Proposal (600 points)**

List the percentage of the ride gross fee for each game and food concession being offered and the yearly contribution toward maintenance of the carnival grounds (if any).

**12. Insurance (Mandatory)**

- a. Provide evidence of insurability or actual coverage for the minimum requirements described in paragraph b., below, and as may be required by law.
- b. For the duration of the contract the Contractor shall, at its own expense, purchase and maintain, in a company or companies licensed to do business in the State of Oregon, the following insurance, with limits not less than those indicated or greater if required by law:
  - i. Workers' compensation and employers liability insurance meeting statutory limits mandated by state and federal laws;
  - ii. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
  - iii. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000 for each accident.

- E. Proposers must clearly identify any portion of Proposals that are considered to be trademarked or proprietary. Proposals are subject to disclosure under the Oregon Public Records Act.

## **Section VI. Evaluation and Selection**

### **A. Evaluation Committee**

An Evaluation Committee selected by the Fair Board or its designee will review, evaluate and rank the proposals.

### **B. Evaluation Criteria**

Proposers will be evaluated based on the following weighted criteria:

	<b>Points</b>
Company Information	50
Statement of Operation	200
Experience	100
Financial References	100
Safety	200
Promotions	200
Rides, Games, Food Concessions & Other Equipment	550
Financial Proposal	600
Insurance	Mandatory
Professional Proposal	Mandatory
TOTAL	2000

#### C. References

Based on the initial evaluation and ranking, references will be contacted for the topranked Proposers. The Fair Board reserves the right to conduct appropriate investigations into the background of any Proposer under consideration for this contract, including site visits.

#### D. Interviews

Based on the initial evaluation and ranking, Proposers may be invited to attend interviews on a date to be announced. Proposers selected for interview will be notified as soon as possible. Based on the interviews, the Evaluation Committee will make a final evaluation and ranking and make a recommendation to the Board of County Commissioners.

#### E. Negotiations

1. The County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project.
2. Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:
  - a. Contract tasks, staffing and performance; and
  - b. A maximum, not-to-exceed contract price which is consistent with the Proposal and fair and reasonable to the County, taking into account the

estimated value, scope, complexity, and nature of the Services.

3. The County may formally terminate negotiations that fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the County may formally terminate the RFP.

#### F. Selection

The County reserves the right, in its sole discretion, to:

1. Reject any or all Proposals if there is good cause.
2. Cancel this procurement and/or reject any or all proposals in accordance with ORS 279B.100.
3. Waive minor irregularities in the Proposals received.
4. Accept all or any part of a proposal in principle, subject to negotiation of the final details.

### Section VII. Contract

The contract will be generated by the Columbia County Counsel's Office. The final contract will consist of the County's Public Services Contract, a sample of which is provided, below, and the following contract documents:

Exhibit A - This Request for Proposals

Exhibit B - The Selected Vendor's Proposal

Exhibit C - Special Provisions, if any, as may be negotiated by the parties

The contract is subject to pre-proposal protest procedures. Any change to the contract terms and conditions must be addressed in the Proposal.

**FAIR PUBLIC SERVICES CONTRACT**  
**(ORS Chapter 279B)**

**by and between the Columbia County Fair Board and \***

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, acting by and through its FAIR BOARD, hereinafter referred to as "County", and \*, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. Unless previously terminated as provided under Section 16 of this agreement, the completion date for this Agreement shall be no later than three years from the Effective date. The County, at its sole discretion, may extend the Agreement for three (3) additional one-year terms by providing written notice to Contractor at least 14 days prior to the Completion Date or expiration of any subsequent extension.
3. Contractor's Services. Contractor agrees to provide the services described in the following contract documents, which are attached hereto and incorporated herein by this reference:
  - Exhibit A: Contractor's Proposal
  - Exhibit B: Request for Proposals for Carnival Services for Annual Columbia County Fair and Rodeo (RFP)

In case of conflict between this Agreement and its exhibits, this Agreement shall control, followed by the RFP, followed by Contractor's Proposal.

4. Consideration. Contractor shall pay County in accordance with the Contractor's financial offer \*, as follows:

\* \* \* \* \*

Unless otherwise agreed to in writing by the parties, payment shall be made to the County in a lump sum upon completion of each annual fair.

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR THE FAIR BOARD  
Peggy Howell  
Fair Board President  
PO Box 74  
St. Helens, OR 97051

FOR CONTRACTOR

All correspondence shall be sent to the above addressees when written notification

is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
  - A. VENDOR acknowledges and agrees that it is VENDOR's responsibility to comply with and demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules.
  - B. VENDOR shall comply with current COVID-19 regulations and guidelines adopted by the State and County, as well as any mandatory federal laws.
  - C. VENDOR shall not engage in any activity that creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
  - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - B. This Agreement is not intended to entitle Contractor to any benefits



generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

- 10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- 1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

- C. Contractor shall pay persons employed under this Agreement 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.

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, the Fair Board, and their officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out of the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, the Fair Board, or their officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, the Fair Board, and their officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, the Fair Board, and their officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to County.
  - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or other cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be

suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the FAIR BOARD. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Fair Requirements. Contractor shall comply promptly with any requests by Fair President relating to the emphasis or relative emphasis to be placed on various aspects of the work or such other matters pertaining to said work, including but not limited to the sound levels projected by Contractor.

27. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
28. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
29. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. County reserves the right at any time to require the submission of the hard copy originals of any documents.

(Continued on Following Page)

30. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

COLUMBIA COUNTY FAIR BOARD

By: \_\_\_\_\_

Peggy Howell, Fair Board President

By: \_\_\_\_\_

MaryAnn Guess, Fair Board Secretary

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Office of County Counsel