

July 17, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Weatherization Services Contract with B&G Excavation and Plumbing to weatherize and reduce energy costs for low-income homes. Contract Value is \$1,050,000 for 2 years. Funding is through the Oregon Department of Housing and Community Services. No County General Funds are involved.

Previous Board Action/Review	No previous Board action.		
Performance Clackamas	This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes, Amanda Keller	Procurement Review	Yes
Contact Person	Korene Mather	Contact Phone	(971) 806-7413

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), the Health, Housing & Human Services Department requests approval of contract #12158 with B&G Excavation and Plumbing to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs as part of the County’s Weatherization Program.

In April 2025, the County released a request for proposals for major measures and specialty contractors for the Weatherization Program, and B&G Excavation and Plumbing was selected as a qualified contractor. Although this contract does not guarantee work, it does secure the contractor on the County’s ranked list of qualified contractors. As the Program identifies work, Contractors are then selected from the list to complete work orders based on best value, bonding limits, and availability to start the specific work.

The County’s Weatherization program helps preserve affordable housing by maintaining the habitability of homes, improving the health and safety of the home environment, lowering energy burden and costs, and keeping low-income residents stably housed. Weatherization staff serve approximately 80 households with incomes at 200% of the Federal Poverty Level or lower, and typically reduce household energy costs by an average of 30%, well above the funder requirement to reduce costs by 12%.

This contract is funded through federal and local funding sources provided through the Oregon Department of Housing and Community Services.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve this Contract (12158) with B&G Excavation and Plumbing and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing, and Human Services

For Filing Use Only

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE AND SPECIALTY CONTRACTORS
Contract # H3S-12158**

This Weatherization Services Contract (this “Contract”) is entered into between **B&G Excavation and Plumbing, LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization specialty services for the County’s Department of Health, Housing & Human Services through its Housing and Community Development Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2027**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*;
- B. This Contract;
- C. Exhibit A: Additional Federal Terms and Conditions;
- D. Exhibit B: Master Grant Agreement Federal Assurances; Terms and Conditions;
- E. Request for Proposals #2025-27 Weatherization Major Measure and Specialty Contractors (“RFP”) and any attachments and addenda thereto; and
- F. Contractor’s Proposal in response to the RFP.

* Work Orders will be issued as jobs come up and will at a minimum include a description of the Work, the not-to-exceed amount of compensation, Key Dates, the detailed specifications, and any other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents. The Contractor agrees to comply with all terms of the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One-Million-Fifty-Thousand-Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work

Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, an invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws: Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or

damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.

- a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.
- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or

others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation within fifteen (15) days of the date of the County's decision. The mediation will be a non-binding process and will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or their designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or their designee, shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or

otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) this Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) this Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) if sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the 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 Contract 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 Oregon Public Employees Retirement System).

- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third-party beneficiary and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the table below. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor’s commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees: In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances: Contractor agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. Responsibility for Taxes: Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 44. Merger: THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

B&G Excavation and Plumbing, LLC

 06/10/2025
Authorized Signature Date

Robert Umemoto / President
Name / Title Printed

170273
CCB License Number

361039-92
Oregon Business Registry Number


DLLC / Oregon
Entity Type / State of Formation

Clackamas County

Chair Date

Recording Secretary

Approved as to Form.

 6/12/2025
County Counsel Date



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification.

Contractor Name: B&G EXCAVATION AND PLUMBING LLC

Representative Name and Title: Robert Umemoto

Signature: 

Date: 06/10/2025

EXHIBIT A
Additional Federal Terms and Conditions

As used herein, “Contractor” means B&G Excavation and Plumbing, LLC, and “County” means Clackamas County, a political subdivision of the State of Oregon.

The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”) . This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.

By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection

Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA

financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Contractor will comply with all requirements of 2 CFR 200.321 and 2 CFR 200.216.

Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

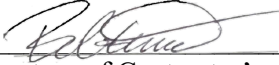
If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, B&G Excavation and Plumbing, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robert Umemoto - President

Name and Title of Contractor's Authorized Official

06/10/2025

Date

EXHIBIT B
Master Grant Agreement Federal Assurances; Terms and Conditions

Subgrantee hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Agreement:

- A. Application, Acceptance and Use of Federal Funds.** Use, Compliance with Federal Law; Subgrantee shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, and use of all federal funds under this Agreement which may include, but are not limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Treasury has supplemented the foregoing at Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance.
- B. Further Assurances.** As the duly authorized representative of the Subgrantee, I assure, warrant, covenant, and certify that the Subgrantee, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance, shall comply and, require all Subrecipients and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

GENERAL ASSURANCES

- 1. Miscellaneous Federal Provisions.** Subgrantee shall comply and require all subrecipients to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply and require all subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights Act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Subgrantee shall comply and require all subrecipients to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended.
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then Subgrantee shall comply and require all subrecipients to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508

(33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all subrecipients to include in all Agreements with subrecipients receiving more than \$150,000, language requiring the subrecipient to comply with the federal laws identified in this section.

4. **Other Environmental Standards.** Subgrantee shall comply and require all subrecipients to comply with all applicable environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
5. **Energy Efficiency.** Subgrantee shall comply and require all subrecipients to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
6. **Truth in Lobbying.** By signing this Agreement, the Subgrantee certifies, to the best of the Subgrantee's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. No part of any federal funds paid to Subgrantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subgrantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive- legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subgrantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Audits.

- a. Subgrantee shall comply, and require any subrecipient to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Subgrantee receives federal awards in excess of \$750,000 in a fiscal year, Subgrantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- c. Subgrantee shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and State.

8. Debarment and Suspension. Subgrantee shall not permit any person or entity to be a subrecipient if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-

procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipients with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** Subgrantee shall comply and cause all subrecipients to comply with the following provisions to maintain a drug-free workplace: (i) Subgrantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subgrantee's workplace or while providing services to Agency clients. Subgrantee's notice shall specify the actions that will be taken by Subgrantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subgrantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subrecipient to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee, or any of Subgrantee's employees, officers, agents or subrecipients may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subgrantee or Subgrantee's employee, officer, agent or subrecipient has used a controlled substance, prescription or non-prescription medication that impairs the Subgrantee or Subgrantee's employee, officer, agent or subrecipient's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

- 10. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Subgrantee agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal

Government purposes with respect to:

- 1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - 2) Any rights of copyright to which a Subgrantee, subrecipient or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

11. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities.

12. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information. Therefore, in part, Subgrantee, its subrecipients, and contractors shall, inform its or their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protection under 41 USC 4712.

13. System for Award Management (SAM) reporting (41 USC § 2313). The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.

14. Requirement to report breach of personally identifiable information (PII) per OMB M-17-12. The Subgrantee (and any subrecipient at any tier) must have written procedures in place

to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent

**Request for Proposals #2025-27
Weatherization Major Measure Contractors (“RFP”)**



**REQUEST FOR PROPOSALS #2025-27
FOR
WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

BOARD OF COUNTY COMMISSIONERS

**CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

Gary Schmidt County Administrator

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 3, 2025

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	March 12, 2025
Protest of Specifications Deadline.....	March 19, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 27, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time....	April 3, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award	Seven (7) days from the Intent to Award

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Section 5 – Proposal Content (Including Proposal Certification)
Section 6 – Sample Weatherization Contract

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 3, 2025** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2025, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00013133.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**.

Email submissions to Clackamas County email addresses will no longer be accepted.

Completed proposal documents must arrive electronically via Bid Locker located at

<https://bidlocker.us/a/clackamascounty/BidLocker>.

Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE

PROPOSALS WILL NOT BE ACCEPTED.

Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.

Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at

<https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR

sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR

reject all Proposals and cancel the procurement.

Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Housing & Community Development Division – Community Preservation Unit, seeks to improve the health, safety, and well-being of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Clackamas County has been providing weatherization services to qualified residents for over 40 years. The program is intended to preserve, improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

SCOPE OF WORK ORDER

Program Goals and Expectations

- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations; and
- All residents receiving services through this program will be treated with dignity and respect.

Weatherization Project Modeling, Master Grant agreement, and Savings to Investment Ratio •

All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (“MGA”). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (“SIR”) requirements.

- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work order may be completed within each project (electrical, plumbing, roofing, HVAC).
- The County conducts a residential energy audit for each potential project prior to determining a contractor and assigning a work order. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the potential project. Using the process described within the contract, the Contractor will be selected for the project based upon a comparison of best value, bonding levels, performance, and availability using "actual" cost information provided by the Contractors (price sheets).
- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

Work Order Assignment and Assigned Work order

The County will develop work orders based upon energy audit results and Savings to Investment Ratios (SIR) and reserves the right to determine the number of items to be included in any individual work order.

Only those Contractors who have submitted prices on all items in a specific work order will be considered for award of that work order.

Assuming that a Contractor is in good program standing and eligible to receive an award of work order, a project will be awarded to the first available Contractor, based on a comparison of the best value, work order cap/bonding limitation, and acceptance of the work order.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing work order status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional work orders issued by the County.

Actual work assigned, if any, will be awarded according to the following process:

County will perform a weatherization home energy audit for each dwelling prior to assigning a work order. The information collected will be used, along with household utility usage and cost information to determine the cost-effective measures to be selected for the project.

County will determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project and will develop a work order.

Contractors eligible to receive an award of work will be selected based on best value and availability. Award of work is also subject to the work order cap, bonding limitation, and acceptance of the work.

Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County. In the event that a work order requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project-specific pricing from eligible Contractors.

Contractors may receive work orders that do not require specialized certifications.

Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst-Case Draft Testing).

Cover inspections and final inspections are required and will be performed by County Quality Control Inspectors. Contractors must pass inspection before invoices for the work order are paid.

Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a work order has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a work order for any reason, in which case it will be offered to the next best value and available Contractor until awarded.

Target Population

The target populations to be served by this RFP are low-income households, living within Clackamas County. All households served will be qualified for services via the County's application process, referred for audit from an approved County waiting list, and an energy audit of their home will have been conducted by the County.

Geographic Borders / Limitation & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

Funding

The budget for this program is approximately \$2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

GENERAL PROVISIONS

Weatherization Specifications

Services provided by the Contractor at the time a work order is issued shall conform to the current versions of the following specifications, which may change from time to time:

- **Oregon Weatherization Assistance Program (OWAP) Site Build and Manufactured Home Field Guide and Standards, located at:**

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-FINAL-04-2021-Reformatted-for-Distribution.pdf>

- **Oregon Weatherization Assistance Plan for U.S. Department of Energy, located at:**

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final%20USDOE-State-Plan-for-OR-2024-25.pdf>

All measures will be installed according to the expectations outlined in the documents referenced above as well as those of Clackamas County Weatherization (see Appendix 3 – Clackamas County Weatherization Measure Install Expectations). In the event that OWAP is updated during the time a work order is in effect, Contractor shall be required to comply with the new standards.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used. It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a work order or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

All Federal statutes relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;

Age Discrimination Act of 1975, as amended ((29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;

Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against and requires affirmative action for qualified individuals with disabilities;

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

§§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) which may apply.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et seq.), and shall file the required certification if the award is \$100,000 or more;

The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management (<https://usfcr.com/registrations/about-sam/>) and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

Work Site Safety Requirements

Contractors must follow safety and health regulation for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501, located at: <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>

Price Escalation / De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be amended to reflect the new price for future work orders. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be adjusted for the first (1st) year of the executed contract.

Hazardous Materials

All material that includes solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All container of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s) appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under the RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the Contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations ("CFR"), Oregon Occupational Safety and Health Division ("OSHA"), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to: •

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day. The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor license status, which is either "Active" or "Suspended".

Licensing / Endorsements / Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications / Licenses / Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement – see: (<https://portal.ccb.state.or.us/>; and <https://www.oregon.gov/ccb/Pages/Specialty%20Licenses.aspx>).

SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future work orders under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any work order.

Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Section VII. Lead-Based Paint, located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final%20USDOE-State-Plan-for-OR-2024-25.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements. All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No work orders will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved. In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new work orders shall be issued until the standards are met. See <https://www.oregon.gov/ccb/Pages/Specialty%20Licenses.aspx> for more information regarding lead safe licensing.

Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete an in-person vendor workshop prior to being eligible to receive any County issued work orders. This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices, and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle workflow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specification. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor shall be provided to the County as soon as available to the dealer.

Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the

performance of the materials. In all instances, minimum requirements are set forth in the Oregon Weatherization Assistance Program.

Major Measures

Major Measure items are described in Appendix 1: Weatherization Major Measure Line-Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a work order.

Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time. Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a work order but refusing three (3) or more work orders within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned work orders for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a work order, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the work order. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County. Liquidated damages may be applied.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.3.12. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2027, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.3.13. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

SECTION 4 EVALUATION PROCEDURE

An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

Evaluation Criteria

Category	Points available:
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

Vendors must observe submission instructions and be advised as follows:

Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

Proposal Contents

Provide the following information on **Attachment A – Proposal Template-Weatherization Major Measure and Specialty Contractor**:

- Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.
- Describe diversity and inclusion practices in hiring and level of fringe benefits offered to your employees.
- Provide a description of your firm's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
- List the types of work your firm is qualified to perform related to this solicitation and any related certifications and/or training.
- Identify key individuals that would be assigned to this project and list their credentials/experience.
- Describe services/work done for public entities of similar size to Clackamas County within the past five (5) years, if applicable.
- Provide your Oregon CCB number.
- Provide your SAM.GOV registration and Unique Entity Identifier (UEI) number.
- Provide your CCB Lead Based Paint Renovation Contractor's License Number.
- Provide Lead Renovation Repair and Painting Program certifications for your employees.
- Provide your Employer Identification Number.
- Provide a list of three (3) references from customers your firm has served in the past three (3) years, including one customer that has newly engaged your firm in the past thirty-six (36) months and one (1) long-term customer. Include the name, address, email, and phone number of the references.

Complete Attachments B, C, D, as applicable:

- **Weatherization Contractors** should complete the Single-Family Weatherization Major Measure Price List (**Attachment B**). *Use Appendix 1: Weatherization Major Measure Line Item Descriptions to help you determine your pricing.*
- **Specialty Contractors** should complete the HVAC, Plumbing, or Electrical Price List(s) (**Attachments C, D, and E**). *Use the Line Item Descriptions for each specialty to help you determine your pricing.*

Complete the Proposal Certification (**Attachment F**)

Contractor's Proposal

ATTACHMENT A

Weatherization Major measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the form below. The form can be completed electronically or using an ink pen (must be legible).

1. Provide a description of your business including name and type(s) of service(s) offered for this solicitation:

B&G Excavation and Plumbing LLC - Plumbing and HVAC Services

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to your employees.

We contract with our plumbers and pay for their 4 yr apprentice program, offer 401k, PTO and competitive wages

3. Provide a description of your firm's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

We have over 35 years of experience in the plumbing / HVAC trades

4. List the types of work your firm is qualified to perform related to this solicitation and any related certifications and/or training.

Certified Backflow Tester HVAC installations & repairs

Journeyman plumbers - qualified for all types of plumbing for residential/commercial

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Robert Umemoto - Journeyman Plumber, Certified Backflow Tester, DEQ Certified, Tanner Umemoto - Journeyman Plumber

Taylor Giltner - Journeyman Plumber

Plumbers: Ryan, Kaden, Gmo, Robbie, Craig, Joe Kelly, Darius

6. Describe services/work done for public entities of similar size to Clackamas County within the past five (5) years, if applicable.

CLACKAMAS COUNTY WEATHERIZATION - PLUMBING/HVAC SERVICES

7. Provide your Oregon CCB number: 170273

8. Provide your SAM.GOV registration and Unique Entity Identifier (UEI) number: T9KKBV17JKU9

9. Provide your CCB Lead Based Paint Renovation Contractor's License Number: LBPR170273

10. Provide Lead Renovation Repair and Painting Program certifications for your employees:

GALENE UMEMOTO

11. Provide your Employer Identification Number: 06-1787918

12. Provide a list of three (3) references from customers your firm has served in the past three (3) years, including one customer that has newly engaged your firm in the past thirty-six (36) months and one (1) long-term customer. Include the name, address, email, and phone number of the references.

Paul Davis Restoration - 1800 W Fourth Plain Blvd Ste 120B, Vancouver WA 98660 Jeffrey Weidner - Senior Project Manager 360.605.5365 jeffrey.weidner@pauldavis.com

Portland Homes and Commercial Properties - 6420 S Macadam Ave Ste 380, Portland OR 97239 Andrew Gilburne 503.777.0788 andrew@portlandhomesllc.com

KJK Properties, P.C. - 13343 SE Stark St, Portland OR 97233
Sherry Kopp - Senior Property Manager 503.772.8825

sherry@kjkproperties.com

ATTACHMENT D PLUMBING WORK ORDER / PRICE SHEET				
Contractor: B&G Excavation and Plumbing LLC				
CONTACT INFORMATION				JOB#
NAME:			REQUESTED BY:	
ADDRESS:			REQUEST DATE:	
PHONE#:				
Item #	Description	Quantity	BID	Total
Section A: Miscellaneous Materials and Hourly Rate				
0	Miscellaneous Material		20%	
1	Hourly Rate		\$ 195.00	\$ -
Section B: Water Heating				
2	Thermocouple for Gas Water Heater		\$ 450.00	\$ -
3	Pilot Light for Gas Water Heater		\$ 450.00	\$ -
4	Remove and Replace Existing Electric Water Heater – Site Built Home		\$ 1,575.00	\$ -
5	Remove and Replace Existing Electric Water Heater – Mobile Home Approved Tank		\$ 1,575.00	\$ -
6	Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Mobile Home Approved Tank		\$ 1,750.00	\$ -
7	Remove and Replace Existing Gas Water Heater with Power Vented Tank – Mobile Home Approved Tank		\$ 3,250.00	\$ -
8	Remove and Replace Existing Gas Water Heater -Mobile Home Approved Tank		\$ 1,750.00	\$ -
9	Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Site Built Home		\$ 1,750.00	\$ -
10	Remove and Replace Existing Gas Water Heater with Power Vented Tank – Site Built Home		\$ 2,450.00	\$ -
11	Remove and Replace Existing Gas Water Heater –Site Built Home		\$ 1,750.00	\$ -
12	Remove & Replace Existing Electric Water Heater with HP Water Heater – Mobile Home Approved.		\$ 2,950.00	\$ -
13	Remove & Replace Existing Electric Water Heater with Heat Pump Hot Water Heater – Site Built Home.		\$ 2,950.00	\$ -
14	Remove & Replace Existing Gas Water Heater with 90% Hot Water Heater – Mobile Home Approved Tank		\$ 4,500.00	\$ -
15	Remove and Replace Existing Gas Water Heater with 90% Condensing Hot Water Heater – Site Built Home		\$ 2,950.00	\$ -
16	Install Heat Pump Retrofit on Existing Electric Water Heater – Site Built or Mobile Home.		\$ 3,250.00	\$ -

17	Remove and Replace Heating Element for Electric Water Heater – Site Built or Mobile Home		\$ 450.00	\$ -
18	Remove and Replace Thermostat on Electric Water Heater – Site Built or Mobile Home		\$ 450.00	\$ -
19	Remove and Replace Thermostat on Gas Water Heater - Site Built Home or Mobile Home		\$ 450.00	\$ -
20	Remove and Replace Under Counter Electric Water Heater – Site Built Home		\$ 2,650.00	\$ -

Section C: Pressurized Water System

21	Remove and Replace Under Counter Electric Water Heater – Mobile Home Approved Tank		\$ 2,650.00	\$ -
22	Water Line Replacement – Copper Pipe		\$ 675.00	\$ -
23	Water Line Replacement – Aquapex (PEX) or approved substitute.		\$ 675.00	\$ -
24	Repair Leak in Galvanized Pipe		\$ 450.00	\$ -
25	Repair Leak in Copper Pipe		\$ 450.00	\$ -
26	Repair Leak in Quest, Chlorinated Poly Vinyl Chloride (CPVC) Pipe or Aquapex (PEX), or WIRSBO Tubing		\$ 450.00	\$ -
27	Repair Leak on Above-Ground Waste Line – ABS		\$ 450.00	\$ -
28	Repair Leak on Above-Ground Waste Line – Galvanized		\$ 450.00	\$ -
29	Repair Leak on Above-Ground Waste Line – Cast Iron		\$ 650.00	\$ -
30	Waste Line Replacement – ABS		\$ 650.00	\$ -

Section D: Plumbing Fixture Repair and / or Replacement

31	Remove and Replace Toilet Flapper		\$ 225.00	\$ -
32	Remove and Replace Toilet Handle		\$ 225.00	\$ -
33	Remove and Replace Flush Valve Assembly		\$ 225.00	\$ -
34	Remove and Replace Toilet Wax Ring		\$ 350.00	\$ -
35	Remove and Replace Toilet Supply Line		\$ 225.00	\$ -
36	Remove and Replace Supply Line for Kitchen or Bath Faucet		\$ 225.00	\$ -
37	Remove and Replace Faucet Cartridge		\$ 275.00	\$ -
38	Install Faucet Stem Repair Kit		\$ 325.00	\$ -
39	Clear Clogged Drain with Power Snake		\$ 275.00	\$ -
40	Remove and Replace Bathtub Drain Assembly Located in the Basement		\$ 650.00	\$ -

41	Remove and Replace Bathtub Drain Assembly Located in the Crawl Space		\$ 850.00	\$ -
42	A. Remove and Replace Sink Drain Assembly in the following - Kitchen sink		\$ 275.00	\$ -
	B. Remove and Replace Sink Drain Assembly in the following - Kitchen sink		\$ 275.00	\$ -
	C. Remove and Replace Sink Drain Assembly in the following - Kitchen sink		\$ 275.00	\$ -
43	Remove and Replace Sink Basket/Strainer Assembly		\$ 350.00	\$ -
44	Remove and Replace Lavatory Sink Pop-up Drain Assembly		\$ 350.00	\$ -
45	Remove and Replace Kitchen Sink Faucet		\$ 350.00	\$ -
46	Remove and Replace Bathtub/Shower Valve		\$ 850.00	\$ -
47	Remove and Replace Bathroom Sink Faucet		\$ 275.00	\$ -
48	Remove and Replace Toilet With 1.6-Gallon Toilet		\$ 675.00	\$ -
49	Remove and Replace Toilet With 1.28 GPF Water Sense Label Gallon Toilet		\$ 675.00	\$ -
50	Remove and Replace Toilet With 1.6 GPF Handicapped Accessible Toilet		\$ 675.00	\$ -
51	Remove and Replace Toilet With 1.28 GPF Water Sense Label Handicapped Accessible Toilet.		\$ 675.00	\$ -
52	Evaluation of Water/Sewer Problem in House		\$ 195.00	\$ -
53	Replace Main Line $\leq 10'$		\$ 450.00	\$ -
54	Replace Main Line $> 10'$		\$ 450.00	\$ -
55	Install Electrical Grounding Rod			\$ -
56	Sewer Camera Scope		\$ 195.00	\$ -
57	Cut Access to Enclosed Plumbing SQ ft			\$ -
58	Floor Repair – Toilet SQ ft			\$ -
59	Floor Repair – Hot Water Tank SQ ft			\$ -
60	Emergency Situation – Respond Within 18-24 Clock Hour Period		\$ 450.00	\$ -

TOTAL \$ \$ -