

REQUEST FOR BIDS
CONSTRUCTION SERVICES
CURRY COUNTY FAIRGROUNDS FENCING PROJECT

FEBRUARY 19, 2026:

INVITATION TO BID

NOTICE IS HEREBY GIVEN that bids will be accepted for general construction services in accordance with a solicitation issued by Curry County. Information regarding specifications is to be made to:

Natasha Tippetts
Interim Fairgrounds and Event Center Manager
29392 Ellensburg Avenue
Gold Beach, Oregon 97444
CurryFair@CurryCountyOR.Gov
(541) 247-4541

Solicitation documents are available beginning (2/19/2026) on the County's website. Bidders must be licensed with the Oregon Construction Contractors Board.

The class of work of this project is general construction public improvement. The work will consist of, but is not limited to:

- Removal of current fencing structures.
- Installation of black chain link fencing
- Installation of gates including pedestrian and vehicle access points.
- Site grading or minor earthwork as necessary.

Contractors are encouraged to visit the site prior to submitting a proposal.

Bidders must submit a Subcontractor Disclosure Statement. The Statement may be submitted with the sealed bid prior to the due date. Because the work called for under this contract is for a public works improvement project, it is subject to State prevailing rates of wage under ORS 279C.800-279C.870. Each bid must contain a statement as to whether a bidder is a resident bidder as defined

in ORS 279A.120. All proposers are required to comply with applicable provisions of Oregon law. Attention is directed to ORS Chapter 244, Government Ethics; ORS Chapter 279A and 279B, Public Contracting; and Oregon Administrative Rules, Chapter 125, Division 300-360, Public Contract Exemptions. There is no expressed or implied obligation for the County to reimburse any party for any expenses incurred in preparing proposals in response to this request.

1. INFORMATION

1.1 Curry County Fairgrounds and Event Center

The Curry County Fairgrounds is a multi-use public facility that hosts the annual County Fair, community events, livestock exhibitions, private rentals, educational programs, and emergency response activities. The Fairgrounds serves residents from across Curry County and the surrounding region and experiences high seasonal attendance.

To support public safety, improve traffic flow, protect County assets, and enhance overall site security, Curry County is seeking the installation of new fencing and controlled access gates throughout designated areas of the Fairgrounds.

1.2 Plans

Contractors shall provide structural plans and specifications for all fencing and gate installations as part of their proposal or prior to construction, as required by Curry County. The Fairgrounds' structural plan requirements are detailed in **Exhibit A**, which is attached hereto and incorporated within into this solicitation.

1.3 Form and Submission of Proposals

All bids must be submitted in writing and must contain the criteria listed in Section 1.15. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened. If the proposal is submitted by mail, the sealed envelope containing the bid must be enclosed in a separate envelope plainly addressed for mailing to conform with instructions in this document.

1.4 Modification or Withdrawal of Proposal

Any bidder may modify a bid by written or email communication at any time prior to the scheduled closing time for receipt of bids, provided that such communication is received by the County prior to the closing time. The written communication should not reveal the bid price, but should state the addition, subtraction, or other modification so that the County will not know the final prices or terms until the sealed bid is opened.

1.5 Disclosure of First Tier Subcontractors

Bidders must submit a subcontractor disclosure statement where the value, estimated by the contracting agency, exceeds \$100,000.00. The subcontractor disclosure statement may be submitted in the sealed bid prior to the bid closing or is may be submitted in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT" and the name of the project, within two working hours after the bid closing. Bidder must submit a statement on the form provided in these contract documents identifying all first-tier subcontractors that will furnish

labor or labor and materials and whose contract value is equal to or greater than:

- 5% of the total project bid, but at least \$15,000; or
- \$350,000.00 regardless of the percentage of the total project bid.

For each subcontractor listed, include:

- The name and CCB License Number of the subcontractor.
- The category of work that the subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a bidder is required to indicate "NONE" on the accompanying form.

The successful Contractor will sign a Services Contract with the County. Refusal to sign the Contract will render the submission nonresponsive, all dialogues will be immediately terminated, and negotiations will begin with the next ranked submitting Contractor. **The County must reject a bid if the Bidder fails to submit the Subcontractor Disclosure Form.**

1.6 Bid Security

The bid bond or cashier's check will be for a minimum of ten percent (10%) of the amount of the bid price. If a bidder bids more than one bid proposal, each proposal must be accompanied by separate bid security. The County reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has signed and delivered the contract and furnished complete performance and payment bonds.

1.7 Conditions of Work

Each bidder must inform themselves of the conditions relating to the execution of the work and make themselves thoroughly familiar with all the contract documents. Failure to do so will not relieve the successful bidder of their obligations to enter into a contract and complete the contemplated work in strict accordance with the contract documents. Each bidder must inform themselves on all Federal and State laws and statues relative to the regular execution of the work, the employment of labor, protection of public health, access to work, and similar requirements.

1.8 Award of Contract

The award of the contract will be made by the County on the basis of the proposal which in its sole and absolute judgment will best serve the interests of the County. The County will issue a notice of intent to award the contract. Any bidder may protest the notice of intent to award contract within seven (7) calendar days of the notice of intent to award the contract. The County reserves the right to accept or reject any or all proposals and to waive any informalities and irregularities in said proposals.

1.9 Payment and Retainage

Payment for work performed will be made by the County as specified in the Special Provisions based upon the contract unit prices on the Bid Schedule. Upon substantial completion of the work described in the contract, Contractor may request a partial release of retainage held by the County. The maximum amount of a request for a partial release retainage shall be the contract amount less 150% of the estimated cost of the contract yet to be performed through final completion. Upon final completion, Contractor may request the release of the remaining retainage. Each request for the release of retainage shall be accompanied by the consent of the Contractor's surety.

1.10 Performance Bond and Payment Bond

The successful bidder shall file with the County, at the time of execution of the contract, a performance bond and a payment bond on the forms furnished by the County, each not of less than the contract price. The surety company furnishing the required bonds shall have a sound financial standing and a record of service satisfactory to the County and shall be authorized to do business in the State of Oregon. In lieu of a performance bond, the Contractor may file cash or a Certified or Cashier's Check made payable to Curry County, Oregon. This money, check, or certificate shall be held by the County conditioned on and subject to the same provisions as set forth in the attached performance bond. ORS 279C.380 allows no flexibility for a cash deposit in lieu of a payment bond. The County may request a copy of the Contractor's surety bond(s). Contractor must supply County with a copy of surety bond(s) within ten (10) calendar days from the date of the County's request.

1.11 Failure to Execute Contract

Upon the failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date the Notice of Award, the bid bond accompanying the bid shall be forfeited, the proceeds paid to the County, and the award withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected, and the work re-advertised.

1.12 Disclaimer of Responsibility

The County shall not be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from, the drawings, specifications, or other pre-bid documents; or if a bidder is in doubt as to their meaning, they shall notify the County at least seven (7) business days prior to the bid opening date. Any and all such interpretations, any supplemental instructions or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the specifications. The manner of delivery of the written addenda shall be by hand delivery, or by regular mail, email, or fax to all prospective bidders receiving a set of such documents not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addenda or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued are to be covered in the bid for such addenda to become party of the Agreement.

1.13 Permits and Licenses

The successful bidder shall be required to have or obtain, at no expense to the County, any and all permits and licenses pertaining to the contracted services that may be required by Curry County and the State of Oregon. Licensing shall include registration with the Construction Contractors Board and in the case of professional engineers and architects, proof of current licensing with the appropriate State licensing Board.

1.14 Minimum Requirements of Bid

The following minimum requirements as to the form and manner of submitting bids must be strictly observed. Variance from these requirements will result in rejection of the bid as unresponsive.

- a. Each Bid must be submitted on forms furnished by the County to the extent they are available.
- b. Each Bid must be signed by the bidder.

- c. Bid security, in the required form and amount, must accompany each bid.
- d. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
- e. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Facilities Director at the time and place specified for bid opening.
- f. A proposal containing modifications, deletions, exceptions or reservations which in any conflict with or purport to alter any substantive provision contained in the bid documents will not be considered.
- g. A conditional bid will not be considered.
- h. Any Bid submitted without all of the pages of the bid documents.

1.15 Examination of Site and Conditions

Prior to submission of bids, bidders are required to carefully examine the site, the plans, and the specifications of the contemplated work. Errors and omissions in the plans or specifications shall be called to the attention of the Facilities Director prior to the submission of Bid so that an addendum may be issued, if necessary. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.

1.16 Pre-Bid Inquiries

Bidders with pre-bid inquiries shall contact Natasha Tippetts, Interim Fairgrounds and Event Center Manager, in writing at CurryFair@CurryCountyOR.Gov. Inquiry deadline shall be on April 15, 2026.

1.17 Prequalification of Bidders

Bidders shall be pre-qualified with the State of Oregon in accordance with ORS 279C.430.

SELECTION & EVALUATION

The County Fair Manager and Fair Board will screen all Bids and make a recommendation to the Curry County Board of Commissioners upon the close of the Bid window.

Proposals will be evaluated using a predetermined method to ascertain which best meets the needs of the County. This evaluation will consider:

- How thoroughly the proposal depicts an understanding of the work to be performed.
- The Contractor's technical and public works experience.
- The Contractor's approach as to thoroughness, comprehension, build quality, and consistency with the needs and values of the County.
- Experience working with the requirements for public improvement contracts as set forth by Federal, State, and local law.
- Cost.

Once the top three Bids have been selected through the above process, oral interviews may be arranged to assist in making the final selection.

3. PROPOSAL & AWARD SCHEDULE

February 19, 2026	RFP issued.
April 15, 2026	Questions concerning RFP and project due no later than 5:00 p.m.
April 30, 2026	County response to questions received shall be posted on the Curry County website
May 31, 2026	Proposals due no later than 12:00 p.m.
June 16, 2026	Notification of selected proposal.
June 23, 2026	Contract finalized.
To be Discussed	Services commence.

TERMS & CONDITIONS

4.1 Curry Contract Review Rules

All Contracts procured under this RFP will be subject to the terms and conditions of the 2026 County Contract Review Rules and other relevant Oregon Law.

4.2 RFP Amendment, Cancellation and Right of Rejection

The County requires all Contractors to comply with equal opportunity policies. The County's programs, services, employment opportunities, volunteer positions and contracts are open to all persons without unlawful regard to race, religion, color, gender, national origin, age, disability, veterans' status, or marital status. The County reserves the right to:

- (a) Reject any and all proposals, with or without cause, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the County's interests.
- (b) Seek clarification of any proposal submitted.
- (c) Cancel the RFP or reject any or all proposals in accordance with ORS 179B.100.
- (d) Postpone an award of the contract for a period of time the County determines reasonable.
- (e) Waive informalities in the proposals and/or terminate this solicitation at any time without specific notice.

4.3 Disclaimer of Responsibility

This RFP is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFP and any proposal received hereunder will be used as the basis to determine final contractual obligations. It is understood that this RFP and the successful proposal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFP between the County and the successful Contractor.

SUBCONTRACTOR DISCLOSURE FORM

Project Name: _____

Name of Bidding Contractor: _____

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS

SUBCONTRACTORS

Firm Name: _____

CCB License #: _____ Dollar Amount: \$ _____

Category of Work: _____

Firm Name: _____

CCB License #: _____ Dollar Amount: \$ _____

Category of Work: _____

Firm Name: _____

CCB License #: _____ Dollar Amount: \$ _____

Category of Work: _____

Firm Name: _____

CCB License #: _____ Dollar Amount: \$ _____

Category of Work: _____

Firm Name: _____

CCB License #: _____ Dollar Amount: \$ _____

Category of Work: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the "Principal," and _____,
a corporation duly organized under the laws of the State of _____,
having its principal place of business at _____,
in the State of _____, an authorized to do business in the State of
Oregon, as Surety, are held and firmly bound unto the County of Curry, hereinafter called the
"Obligee," in the penal sum of \$ _____, for the payment of which, well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

The condition of this Bond is that the Principal is submitting a bid proposal for the CURRY
COUNTY FAIRGROUNDS FENCING PROJECT.

NOW, THEREFORE, if the said bid proposal submitted by the said principal be accepted, and the
contract be awarded to said Principal, and if the said Principal shall execute the proposed contract
and shall furnish the Performance and Payment Bond as required by the bidding and contract
documents with the time fixed by said documents, then this obligation shall be void, otherwise to
remain in full force and effect. Signed and sealed this ____ day of _____, 2026.

SURETY:

CONTRACTOR:

Name

Name

By

By

Title

Title

**SERVICES CONTRACT
CURRY COUNTY FAIRGROUNDS FENCING PROJECT**

This Contract is made and entered into, this _____ day of _____, 2026, by and between Curry County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereinafter called "County", and _____, an Oregon corporation, hereinafter called "Contractor." The parties agree to be bound as follows:

1. Contractor Responsibilities

Contractor shall furnish Curry County Fairgrounds Fencing Project in accordance with the following documents attached hereto and made part of this Contract by this reference:

- (a) Curry County Request for Proposals for the Curry County Fairgrounds Fencing removal and installation.
- (b) Cost proposal and fee schedule for the Curry County Fairgrounds Fencing Project.

2. County Responsibilities

County shall provide Contractor, at County's expense, with materials and services described as follows:

- (a) Specifications and information related to the installation of the fencing.
- (b) Any other information that might be pertinent to the installation.

3. Consideration

County shall pay Contractor for the services performed under this Contract. Contractor shall not be entitled to reimbursement unless otherwise determined by the parties.

The Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment. Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

4. Performance and Delivery

County's obligation to pay depends upon Contractor's delivery or performance in accordance with its submittal of monthly progress invoices based on work completed for each task in accordance with the pricing presented in the proposal and fee schedule. County will only pay for completed work that conforms to this schedule.

GENERAL PROVISIONS

- 5.1 Contractor, in consideration of the sums to be paid by the County in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the County, and according to such directions as may from time to time be made or given by the County's Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

- 5.2 The applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

- 5.3 Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the County, its agents or employees. It is expressly understood that the laws of the State of Oregon and the Ordinances of the County shall govern this Contract in all things.

- 5.4 In consideration of the faithful performance of all of the obligations, general and special, herein set out, and in consideration of the faithful performance of the work as set forth in the Contract Documents in accordance with the directions and to the satisfaction of the County Engineer, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed, and taking into consideration any amounts that may be deductible and under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable provisions.

- 5.5 The contract shall be substantially in the form of the attached Services Contract. The County reserves the right to modify the contract prior to execution.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

**CONTRACTOR
NAME**

**CURRY COUNTY
BOARD OF COMMISSIONERS**

Name, Title

, Chair

, Vice Chair

, Commissioner

Approved as to Form:

Michael E. Fitzgerald, Legal Counsel

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

“Principal”, and _____
(Name of Surety)

hereinafter called “Surety”, are held and firmly bound unto Deschutes County, Oregon hereinafter called “Owner”, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the **CURRYCOUNTY FAIRGROUNDS FENCING PROJECT**.

NOW THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by Owner, with or without notice to Surety and during the two year guaranty period, and if Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless Owner from all costs and damages which is may suffer by reason of failure to do so, and shall reimburse and repay Owner all outlay and expense which Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this, the ____ day of _____ 2026.

**CONTRACTOR
NAME**

**CURRY COUNTY
BOARD OF COMMISSIONERS**

Name, Title

, Chair

.Vice Chair

,Commissioner

Approved as to Form:

Michael E. Fitzgerald, Legal Counsel

CERTIFICATION STATEMENT

CORPORATION OR INDEPENDENT CONTRACTOR

Contractor shall complete section A or section B in addition to Section C.

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
3. All of the statements checked below are true.

Check all that apply. You shall check at least three (3) to establish that you are an Independent Contractor

- The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- I bear the risk of loss related to the business or provision of services as shown by factors such as (a) fixed price agreements; (b) correcting defective work; (c) warranties over the services, or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

- I have made significant investment in the business through means such as (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- Each year, I perform labor or services for at least two different persons or entities, or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Signature

Title

Date

C. REPRESENTATION AND WARRANTIES

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

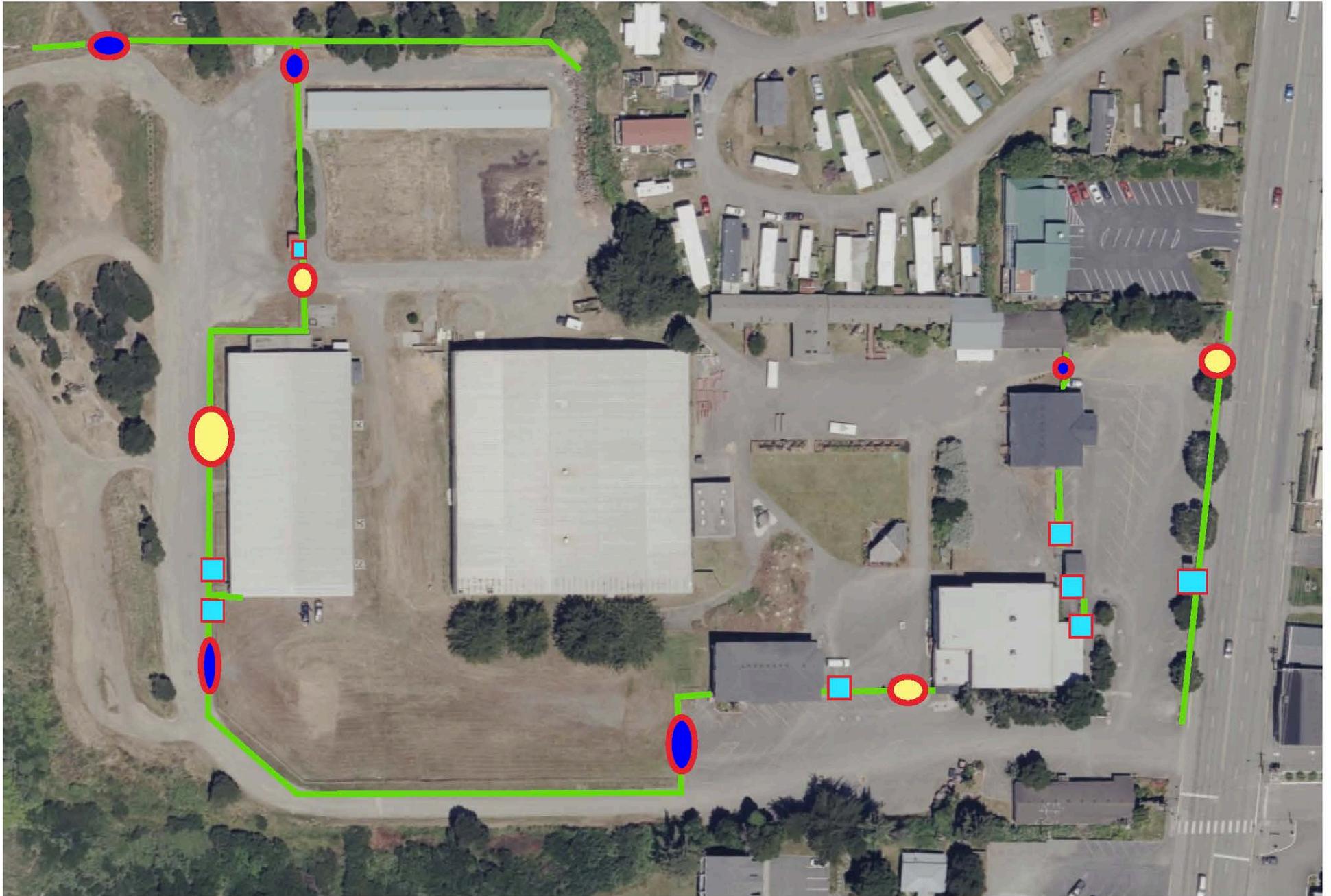
1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards;
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services;
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4);
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minorities, women, or small business enterprises in obtaining any required subcontracts.

Signature

Title

Date

EXHIBIT A - CURRY COUNTY FAIRGROUNDS FENCING PROJECT



- Remove and Replace
- Vehicle Swinging Gate
- Person Swinging Gate
- Vehicle Sliding Gate