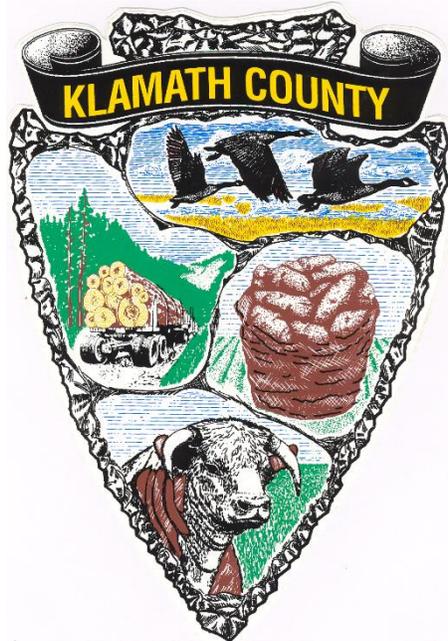


Klamath County, Oregon



REQUEST FOR PROPOSALS
FOR THE
INSTALLATION OF A COURT SECURITY BARRIER

Administered by the
Klamath County Maintenance Department

Date Issued: May 17, 2016

Issued By: Klamath County
305 Main Street
Klamath Falls, Oregon 97601

Contact: Leslie Barlow-Hunter
Contract and Risk Manager
541-851-3693

Bids due: 2:00 pm, June 16, 2016

FAXED BIDS ARE NOT ACCEPTED

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1. INTRODUCTION

1.1. OVERVIEW, OBJECTIVES, AND BACKGROUND

1.1.1. The Klamath County Maintenance Department seeks Proposals for the installation of a Court Security Barrier in our Klamath County Court House located at 316 Main Street, Klamath Falls, OR. 97601.

Klamath County is home to approximately 70,000 people, with about 21,000 of those people residing in the City limits of Klamath Falls. Klamath County is situated in South Central Oregon. The county is bounded on the south by California, on the east by Lake County, on the north by Deschutes County, and on the west by Jackson and Douglas Counties. Klamath County, Oregon's fourth largest, has 6,135 square miles.

1.1.2. Background: Contractor, Contractors employees and Subcontractors, who will provide services to Klamath County, are required to submit finger prints, for a CJIS Clearance, and authorize the Klamath County Sheriff's Office to conduct a background check. Contractor's Employees, for the purpose of this requirement, include such staff, that will at any time, enter into or work on a Klamath County project. Background checks are to be conducted via a request with the Klamath County Sheriff's Office. The minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN);
2. Address Validation;
3. Credit History, Criminal History, Court Records; and
4. Department of Motor Vehicles.

The background checks must be conducted prior to the start of the Klamath County project. Additionally, all Contractor's and/or their Employees have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to a Klamath County project within three business days of the conviction or upon return to the project. The conviction must be reported to the Contractor, and the Director or Contact person for the Klamath County Project. If reported to the Contractor, it is the Contractor's responsibility to notify the appropriate Project Manager or Director within three days of learning of the conviction. If at any time, it is discovered that any Contractor and/or their Employee has a criminal record that includes a felony or misdemeanor the Contractor is required to inform Klamath County. Klamath County will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties to determine whether the contractor and/or their Employee will be placed on the Klamath County project. Klamath County may withhold consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in the termination of its contract with Klamath County.

1.1.3. In order to ensure consideration, proper identification and handling, the Proposal must be enclosed in a sealed envelope clearly marked:

Court Security Barrier Installation

1.1.4. Klamath County will not be responsible for identifying and handling any proposal that is not submitted via U.S. Mail or courier or hand-delivered. Proposals shall be sent to the attention of Leslie Barlow-Hunter, Contract and Risk Manager. Late, faxed or electronically transmitted Proposals shall not be accepted. Failure to so label may result in disqualification of your proposal.

1.2. SCHEDULE

<u>Event</u>	<u>Due Date</u>
Date of Issuance	May 17, 2016
Written Questions	June 01, 2016 @ 2pm
RFP Closing	June 16, 2016 @ 2pm
Proposal Opening	June 16, 2016
Review and scoring	June 17, 2016
Issuance of Notice of Intent to Award (approx.)	June 28, 2016
Award Protests (approx.)	July 05, 2016 @ 5pm
Contract Award (approx.)	July 12, 2016

1.3. DEFINITIONS

1.3.1. For general definitions, see OAR 125-246-0110, which are incorporated by reference herein.

1.3.1.1. “**County**” means Klamath County.

1.3.1.2. “**RFP**” means this Request for Proposals.

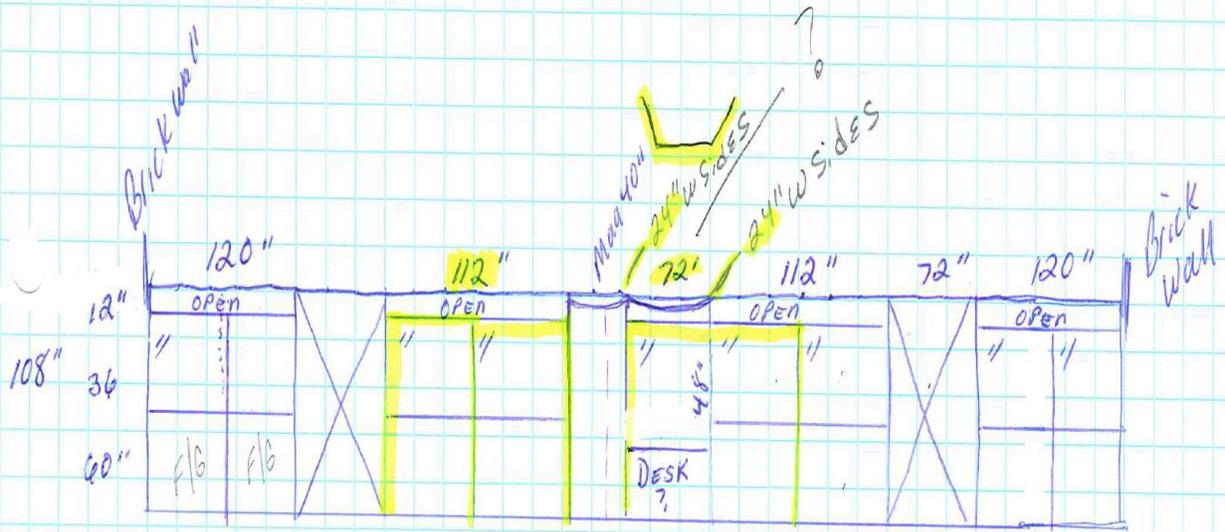
1.3.1.3. “**Scope of Work**” means the general character of the Supplies and Services, the work’s purpose and objectives, and County’s expectations. Examples of expectations include, if applicable, a description of the purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop the Proposals.

1.3.1.4. “**Statement of Work**” means the specific provision in the final Contract which sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

1.4. SCOPE OF WORK

Klamath County is seeking quotes to build a protection barrier for our Court Security Staff. Both, the solid section (at the bottom of the barrier) and the windows (across the top section of the barrier) must be no less than an NIJ Threat Level III. The windows should be at least 3ft high and the barrier overall should be 8ft tall. The barrier must have a minimum 48 inch ADA opening adjacent to the magnetometer and shall match the buildings current architectural and structural feel. Must include two Exit only turn styles that preclude re-entry into the area. Please refer to the following images.

CONCEPTUAL DRAWING ONLY



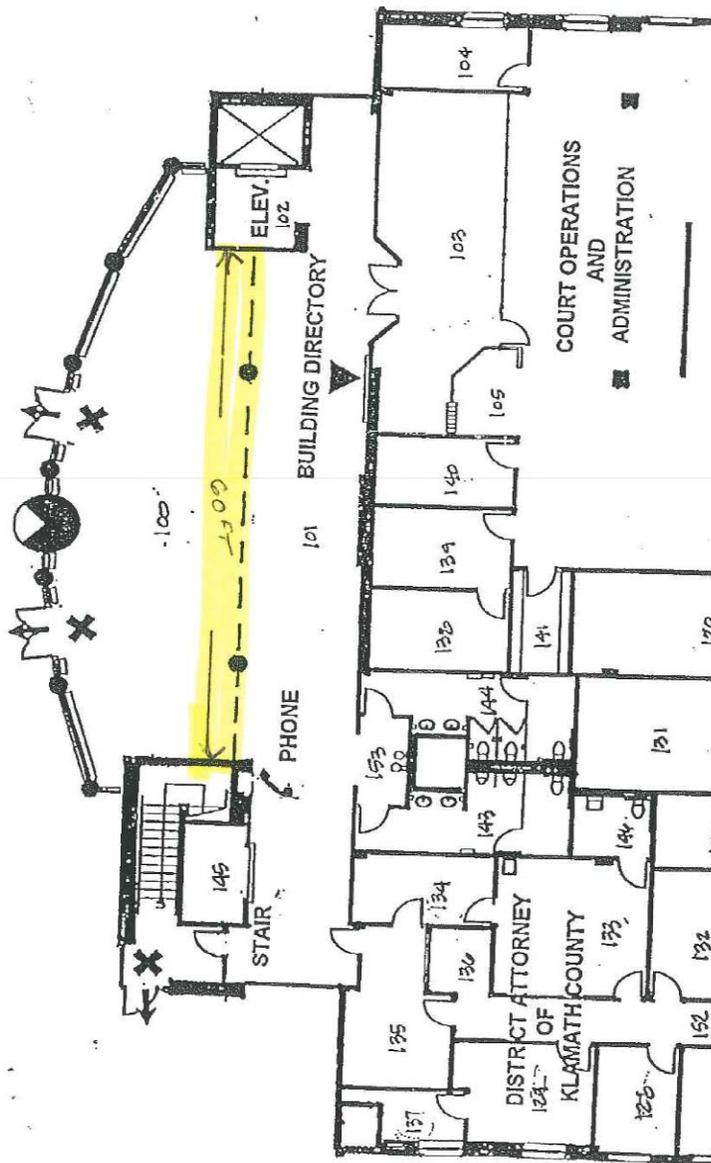
	Glass	FRAMES LFT
2 - 60 x 36	30	32
2 - 56 x 36	28	31
2 - 72 x 48	24	20
2 - 24 x 48	16	24
2 - 56 x 36	28	31
2 - 60 x 36	30	32

Full lite Door Somewhere

NOTE: Include Frames For "OPEN" area at the top For Attachment / Added Support

156	40	24	Weight
	39	23	2511
	20	14	4176
	24	12	560
	39	23	500
	40	24	<u>7747</u>
		<u>492</u>	

Images of the Klamath County Court building where the barrier will be installed







County and the successful Proposer may negotiate a Statement of Work for the Contract.

The parties may agree to amend or modify the awarded Contract in accordance with OAR 137-047-0800.

2. PROPOSAL REQUIREMENTS

2.1. PRE-PROPOSAL MEETING

2.1.1. There will be no pre-proposal meetings, but the Board of Commissioners and the Klamath County Sheriff's Office reserve the discretion to contact responders about their proposals.

2.2. SUBMISSION OF PROPOSALS

2.2.1. Proposals shall be received by the Contract and Risk Manager no later than 2:00 p.m., June 16, 2016 at the address listed on the front page of the RFP. Proposals may be delivered via U.S. Mail or express courier or hand-delivered. Proposals shall be sent to the attention of Leslie Barlow-Hunter, Contract and Risk Manager. Late, faxed or electronically transmitted Proposals shall not be accepted.

2.3. MINIMUM PROPOSAL REQUIREMENTS

2.3.1. A Proposal shall meet the minimum proposal requirements described in the Proposal Cover Sheet, Attachment A.

2.4. TECHNICAL PROPOSAL REQUIREMENTS

2.4.1. The Proposal shall describe how the Proposer shall meet each of the technical requirements described in the Scope of Work in Section 1.4, including identification of key persons who shall perform the work. This Proposal shall be evaluated as described in Section 4.

2.4.2. Responsive and Responsible Determinations

2.4.2.1. Responsive. To be considered responsive, the Offer shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, County may waive minor informalities and irregularities. Prior to award of a Contract, County intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in OAR 125-247-0500. In doing so, County may investigate Proposer and request information in addition to that already required in the RFP, when County, in its sole discretion, considers it necessary or advisable.

2.4.2.2. Responsible. County reserves the right, pursuant to OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility to perform the Contract. Submission of a signed Proposal shall constitute approval for County to obtain any information County deems necessary to conduct the evaluation. County shall notify the apparent successful Proposer in writing of any other documentation required, which may include but is not limited to: recent profit-and-loss history; current balance sheets; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in proposal rejection.

2.4.3. County may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Proposer non-responsible and constitute grounds for offer rejection, as required under ORS 297B.100.

2.5. PROPOSAL FORM AND CONTENT

2.5.1. Proposal Cover Sheet. The Proposer shall sign and submit the Proposal Cover Sheet and Certifications (see Attachment A). Proposals shall address the proposal and submission requirements set forth in the RFP and shall describe how the Supplies and Services shall be provided. Proposals that merely offer to provide Supplies and Services as stated in the RFP shall be considered non-responsive and shall not be further considered.

2.5.2. All Proposals shall follow the format described in this Section. Proposal sections and pages shall be appropriately numbered per the outline below.

2.5.3. It is the intent of the County to solicit proposals that are complete yet concise, descriptive yet brief. To enable the evaluation committee to fairly evaluate each proposal, proposers shall utilize the following proposal format:

2.5.4. Introduction;

The proposer shall provide a brief background of the company, its approach to installations of this kind, and identify any unique or distinctive features of its design that the proposer wishes to be given particular attention by the evaluation committee.

2.5.5. Barrier Design;

The proposer shall include a completed image design layout specific to the Klamath County Court House.

2.5.6. Installation;

The proposer shall present a schedule for the installation of the barrier.

2.5.7. References;

Please list at least three references. Include their contact name, company name, contact information and the project details completed for that company.

2.5.8. Price Proposal shall include;

Court Security Barrier – In Three Phases

Phase One \$ _____, Phase Two \$ _____, Phase Three \$ _____.

Court Security Barrier – Complete Installation \$ _____.

2.5.9. Response to Terms and Conditions;

The proposer shall indicate its agreement to the specified terms and conditions by signing and submitting the attached Certifications.

2.6. All proposals must contain a signed Proposal Certification Statement. (See Attachment A-Certifications)

2.7. Copies. Submissions in response to the RFP shall contain an original and 6 copies of the proposal and all required supporting information. The originals and all copies of the Proposal shall be submitted in a sealed envelope or box, labeled “**Court Security Barrier Installation**” delivered to Leslie Barlow-Hunter, Contract and Risk Manager, at the address listed on the front page of this RFP.

3. PROCUREMENT AUTHORITY AND METHOD

County is conducting the RFP pursuant to its authority under 279A.060 Local Contract Review Boards. County intends to use the Competitive Sealed Proposals method pursuant to [ORS 279B.060 and OAR 137-047-0260. County intends to initially conduct a single-step Competitive Sealed Proposal method. See reservations of rights in Section 3.15.

3.1. COMPLIANCE WITH RULES

3.1.1. Proposers responding to this RFP must follow the procedures and requirements stated herein. Except as otherwise provided in this RFP, the applicable provisions of the Oregon Revised Statutes (ORS) Chapter 279B governing public contracting shall apply to all personal services contracts of the County. Adherence to these rules and the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

3.2. WRITTEN QUESTIONS AND ADDENDA

3.2.1. Questions regarding the terms and conditions contained in the RFP must be submitted to the RFP Contact listed below no later than 2:00 PM PST, June 01, 2016. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted. E-mail questions to the addresses below;

- For technical questions / clarifications:
Martin Rowley
3300 Vandenberg Rd.
Klamath Falls, OR 97601
mrowley@co.klamath.or.us
- For Questions regarding the RFP process:
Leslie Barlow-Hunter
Klamath County Contracting and Risk Manager
lbarlow-hunter@co.klamath.or.us

3.2.2. All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Addenda will be emailed to those on the Interested Parties List no later than May 09, 2016. Anonymity of the source of the specific questions will be maintained in the written response.

3.2.3. ADDENDA: If in the County's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information given out by the County or Design Team to prospective firms shall not bind the County. All addenda shall be issued by the RFP Contact.

3.3. RESPONSE TO REQUESTS FOR CLARIFICATION OR CHANGE

3.3.1. County shall respond to each properly-submitted written request for clarification or request for change in accordance with ORS 279B.405. Where appropriate, County shall issue revisions and clarify RFP provisions via Addenda posted on County's website at <http://www.klamathcounty.org/depts/contracts/openbids.asp> . County may also informally respond to Proposer questions. **Informal responses, however, do not affect the provisions of the RFP. The RFP, contractual terms and specifications can only be changed via formal addenda issued by County.**

3.4. CANCELLATION, DELAY, OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS

3.4.1. This solicitation may be canceled, delayed or suspended, or any or all bids or proposals may be rejected in whole or in part, when the board determines cancellation or rejection, delay or suspension is in the best interest of the commission. The reasons for the cancellation or rejection or delay or suspension will be made part of the file. The county is not liable to any proposer for any loss or expense caused by or resulting from the delay or suspension, cancellation or rejection of a solicitation, proposal or award.

3.5. IRREGULARITIES

3.5.1. The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

3.6. PROTEST OF PROPOSAL SPECIFICATIONS

3.6.1. A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Contracting and Risk Manager who will submit Protest(s) of Proposal Specifications to the Board for action. The Board's ruling is final. To be considered, protests must be received by June 06, 2016, ten (10) calendar days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
Court Security Barrier Installation

3.7. PROPOSAL WITHDRAWAL

3.7.1. Any proposal may be withdrawn at any time before the due date and time by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal

3.8. OPENING OF PROPOSALS

3.8.1. Proposals shall be opened and the names of all Proposers shall be read at the date and time listed in the Schedule, Section 1.2. Proposals will not be read aloud (OAR 137-047-0450(2)). Proposals shall be opened at the following location:

Klamath County
305 Main Street Suite 216
Klamath Falls, OR 97601

3.9. AWARD

3.9.1. The Board of Commissioners will consider award of the project based on the Sheriff's Office's recommendation and will authorize the Board of Commissioners to execute a contract. The contract will be awarded to the proposer who, in the opinion of the County, offers the best combination of qualifications, experience and cost, and meets all required specifications. The County may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding that it is in the public interest to do so.

3.9.2. If County receives Proposals identical in price, fitness, availability and quality and chooses to award a Contract, County shall award the Contract in accordance with the procedures outlined in OAR 137-047-0600(1) (C).

3.10. PROTEST OF AWARD

3.10.1. The award by the Board of Commissioners shall constitute a final decision of the County to the contract if no written protest of the award is filed with County within seven (7) calendar days of the Notice of Intent to Award. The written protest 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. The County will not entertain a protest submitted after the time period established in this rule. Any Board of Commissioner ruling in the protest will be final.

3.11. CONTRACT

- 3.11.1. As applicable, upon execution of the final agreement, this solicitation and the successful response will become part of the contract.
- 3.11.2. A sample Contract for Construction is provided as Attachment B; conditions and terms may be modified at the time of contract negotiations.
- 3.11.3. County is not obligated as a result of the submission of a Proposal to enter into a Contract with any Proposer, and has no financial obligation to any Proposer arising from the RFP.

3.12. INCURRED COSTS

- 3.12.1. The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

3.13. OWNERSHIP OF PROPOSAL DOCUMENTS

- 3.13.1. Any material submitted by a proposer shall become the property of the County. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

3.14. PROPRIETARY INFORMATION

- 3.14.1. The opened proposals shall be available for public inspection (ORS 192.420 to 192.505) except to the extent the proposer designates trade secrets or other proprietary data to be confidential. (ORS 192.501(2))

3.14.2. PUBLIC RECORD

- 3.14.2.1. All Proposals are public information after the Proposals have been opened, and all protests are public information after the protest period ends. The Contract and Risk Manager shall open proposals at the date and time listed in the Schedule, Section 1.2. Copies of Proposals, however, shall not be provided until the evaluation process has been completely closed and a Notice of Intent to Award has been issued pursuant to OAR 137-047-0610. Any person may request copies of public information. Proposers shall label any information as *italicized and underlined* that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: "This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." County shall take reasonable measures to hold in confidence all such labeled information, but the County shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

3.14.3. EQUAL OPPORTUNITY POLICY

- 3.14.3.1. The County requires all Proposers to comply with equal opportunity policies. Its programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, political affiliation, or any other protected class. A copy of the County's policy is available upon request.
- 3.14.3.2. Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposal and in the performance of the work set forth in this RFP.

3.15. RESERVATION OF COUNTY RIGHTS

3.15.1. County reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay or cancel the RFP without liability if County finds it is in the best interest of the County to do so;
- Reject any or all Proposals received upon finding that it is in the best interest of the County to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate a Statement of Work based on the Scope of Work described in Section 1.4 and to negotiate separately in any manner necessary to serve the best interest of the public;
- Amend any Contracts that are a result of the RFP;
- Engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services; and
- To extend any Contracts that result from the RFP without an additional RFP process for up to a total of two one year terms.

3.15.2. Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the highly technical nature of some of these tasks, the Proposer with the lowest Price Proposal may not necessarily be awarded a Contract. County reserves the sole right to determine the best Proposal.

4. EVALUATION AND AWARD

4.1. EVALUATION PROCESS

4.1.1. Evaluation Overview.

4.1.1.1. County shall conduct an evaluation of the Proposals received in response to the RFP.

4.1.2. Evaluation Committee.

4.1.2.1. County shall establish an evaluation committee which may consist of County staff, government partners and community partners to review, evaluate and score each Proposal.

4.1.3. Disqualification.

4.1.3.1. Any attempt by a Proposer to improperly influence a member of the evaluation committee during the proposal review and evaluation process shall result in proposal rejection.

4.2. EVALUATION OF PROPOSAL (SCORED)

4.2.1. The evaluation committee shall score all Proposals using the quantity and quality of information described in this Section. Points assigned by each evaluation committee member shall be added together and divided by the total number of evaluation committee members to compute an average score for the evaluation questions.

4.2.2. The evaluation committee may request additional clarification from Proposers for any portion of the Proposals. If a Proposal is unclear, Proposer may be asked to provide clarification. No new information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive Proposal.

It is the intent of the County to acquire the best system available within its budgetary means. The County will accept the proposal which, in its estimation, will best serve the interests of the County and the users, and reserves the right to award a contract that shall be best for the public good. The County reserves the right to accept or reject any or all proposals received as the result of this RFP, to negotiate with all qualified sources, and/or cancel all or part of this RFP at any time. County may request re-proposals should it be deemed in its best interest to do so. Until such time as a contract is executed with the successful proposers, the County may cancel all or any part of this RFP. The County also reserves the right to waive any irregularities and technicalities.

Awarding of a proposal will be based upon a qualifications-based selection procedure. The following evaluation criteria will be used to evaluate proposals. Proposals will be scored on the following criteria:

Cover Sheet	0
Cost	30
Design	20
Availability/Installation Time	20
References	15
Experience	15
Total	100

4.3. REFERENCE CHECKS FOR THE PROPOSER’S COMPANY

4.3.1. County reserves the right to request references in addition to those provided by the Proposer (References), to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. County may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. County may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. See other Reservation of County’s Rights in Section 3.15.

4.3.2. Preference for Oregon Supplies and Services.

4.3.2.1. If County receives Proposals identical in price, fitness, availability and quality and chooses to award a Contract, County shall award the Contract in accordance with the procedures outlined in OAR 137-047-0600(1)(C).

4.4. AWARD NOTIFICATION AND PROCESS

4.4.1. Successive Selection and Rejection.

4.4.1.1. If the apparent successful Proposer does not accept the Contract offered within 10 business days of the apparent successful Proposer's receipt of the Contract, or such later date as County may authorize, County may make another selection. All Proposers shall be notified of the status of their Proposal. If all Proposals are rejected, the evaluation committee shall promptly notify all Proposers. No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFP process.

4.4.2. Protest of Intent to Award: see OAR 137-047-0740 & ORS 279B.410 (1)

4.4.3. Contract Award and Negotiation

4.4.3.1. A copy of the personal services contract that the County expects the successful proposer to execute is included as Attachment B. Any proposed changes in the language, construction, or requirements of the contract must be raised and resolved. The County reserves the right to negotiate a final contract that is in its best interest.

4.4.3.2. The contract will define the extent of services to be rendered, method and amount of compensation, and will be negotiated with the highest ranked proposer for the project. If agreement is not reached, negotiations will be terminated and the County will consider any other proposals received that were qualified under the requirements of this RFP. When an agreement is reached, a contract for the work will be prepared and executed upon the Board of Commissioners approval.

ATTACHMENTS

Attachment A – Proposal Cover Sheet and Certifications

Attachment B – Contract –Sample-

All Attachments are incorporated by reference herein.

Attachment A - Proposal Cover Sheet

Proposer Information

Organization Name: _____

Primary Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ Federal Tax ID# _____

E-mail Address: _____

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any Purchase Orders that may result:

Name: _____ Title: _____

Minimum Proposal Requirements: This Proposal:

- Meets all Minimum Proposal Requirements described in Section 2.3;
- Addresses all Proposal Requirements described in Section 2 and Section 1.4, Scope of Work; and

Regarding Section 5.3, References, provide at least three (3) references with telephone numbers (please verify numbers) for the organization. References shall be able to describe and verify the quality of your equipment and customer service.

Name	Business	Phone Number

Representations, Attestations, and Certifications: The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. No attempt has been made or shall be made by the Proposer to induce any other person or organization to submit or not submit a Proposal.
2. Information and prices included in this Proposal shall remain valid for sixty (60) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The undersigned recognizes that this is a public document and open to public inspection.
4. The Proposer acknowledges receipt of all Addenda issued under the RFP.

5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
6. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
7. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
8. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
9. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
10. County shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.
11. The County shall not be liable for any expenses incurred by Proposer in either preparing and submitting its Proposal, or in participating in the proposal evaluation/selection or Contract negotiation process, if any.
12. **Recycled Products Certification**
Vendors must use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.
Authorized Agencies must use, or require persons with whom they Contract with to use in the performance of the Contract work, to the maximum extent economically feasible, recycled paper products as well as other recycled plastic resin products. (ORS 279B.270(1)(e)).
13. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
16. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.

PROPOSER SHALL PROVIDE A FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH THE OFFER SUBMISSION (PROPOSAL).

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

FEIN ID# or SSN# (required): _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

Independent Contractor Certification Statement
[as required by OAR 125-020-0410 (1)(a)]

Klamath County Departmental Certification

In order to comply with the provisions of ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an “Independent Contractor” if the following standards are met:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing the labor or services is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local government ordinance for the individual or business to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for the performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

In hereby certify that the contracted work or intended contracted work meets these standard.

Department Head

Date

(Contractor/Proposed Contractor is to complete the next page)

To establish status as an “independent contractor” as defined in ORS 670.600, certain standards must be met by the individual or business entity performing that work.

The undersigned certifies that he/she/the business entity meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, “construction Contractors”, if the individual or business entity provides labor or services for which such registration is required; and,
2. Federal and state income tax returns in the name of the business or business Schedule C or farm Schedule F as part of the person income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and,
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when individual or business entity files a Schedule F as part of the person income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist.

Contractor is to check four or more of the following:

The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;

Commercial advertising or business cards are customary in operating similar businesses, are for the business, or the individual or business entity has a trade association membership;

Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or service;

Labor or services are performed only pursuant to written contracts.

Labor or services are performed for two or more different persons within a period of one year; or,

The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership or performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.

Contractor Signature

Date

Printed Name

Federal Tax ID #

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon’s Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, “Resident Bidder/proposer” means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a “Resident Bidder/proposer”. A “Non-resident Bidder/proposer” is a bidder/proposer who does not meet the definition of a “Resident Bidder/proposer” as stated above.

1. Bidder/Proposer IS IS NOT a “Resident Bidder/proposer” as set forth above.

2. If a Resident Bidder/proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/proposer, enter state of residency:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

CONTRACTOR’S CERTIFICATION REGARDING DRUG TESTING PROGRAM

(1) Pursuant to OAR 137-049-0200, contractor certifies by its signature on this document that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- (a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (c) Required testing of a Subject Employee when the contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) Contractor agrees that by signing this certification it represents and warrants to the County that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. The County’s performance obligation (which includes, without limitation, the County’s obligation to make payment) shall be contingent on Contractor’s compliance with this representation and warranty.

(4) Contractor also agrees that, as a condition to County’s performance obligation (which includes, without limitation, the County’s obligation to make payment), contractor shall require each Sub-Contractor providing labor for the project to:

- (a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Sub-Contractor’s Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the Sub-Contractor’s Subject Employees participate in the Contractor’s Qualifying Employee Drug Testing Program for the duration of the subcontract.

CONTRACTOR

 Firm Name

By: _____

Name: _____
 (Corporate Officer, Title)

Date: _____

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to Klamath County that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises will not discriminate against minority, women or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

COMPLIANCE WITH OREGON TAX LAWS

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

CERTIFICATE OF COMPLIANCE WITH ORS 305.380 AND 305.385

The undersigned, as provider or potential provider of goods, services or real estate space to Klamath County, hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax described in ORS 305.380(4).

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to Klamath County that:

1. Contractor has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

4. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to Klamath County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to Klamath County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

-SAMPLE-
CONTRACT FOR CONSTRUCTION

PARTIES: Klamath County ("County"); and,
_____ ("**Contractor**")

DATE: _____, 20__

1. Services to be Provided:

- 1.1. The Contractor shall provide, or cause to be provided, as an independent Contractor and not as an agent of the County, _____ as specified in "Exhibit A" the Bid Form and Specifications, attached to and hereby made part of this Contract.
- 1.2. The project shall be completed, as determined by the Contract Administrator, no later than _____ from the signing of the Contract by the Klamath County Board of Commissioners. An extension of thirty 30 days will be allowed, if required, due to severe weather. Contractor shall make every effort to protect building from moisture as a result of precipitation.
- 1.3. Work shall be performed during normal County business hours, between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless approval to deviate from this schedule is granted by the County.

2. Compensation; Progress Payments, Retainage: The Contractor shall be compensated a firm fixed price amount of \$ _____ for the work described in this Contract.

- 2.1. General: Progress payments will be made promptly and retainage withheld in accordance with ORS 279C.500 to 279C.570. At a regular period, each month the County's representative will make an estimate of the amount and value of work accomplished.
 - a. The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown are subject to correction in the final estimate.
 - b. Progress payments are not an acceptance or approval of any part of the work or a waiver of any defects therein, and in no manner relieve the Contractor or Contractor's sureties from obligations under the contract.
 - c. No payment shall release the Contractor or Contractor's sureties.
- 2.2. Progress Payments: Progress payments will be based on the estimate in 8.1.1, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the County, and less an amount to be retained.
- 2.3. Retainage: Retainage will be required and held in accordance with ORS 279C.550 to .570. The Contractor may deposit bonds, securities or other instruments with the County or in a bank or trust company for the County to hold for the County's benefit in lieu of moneys held as retainage. If the County accepts bonds, securities or other instruments deposited as provided in this subsection, the County shall reduce the moneys held as retainage in an

amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. If the Contractor elects, the County shall deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the County. The amount to be retained will equal five percent (5%) of the value of completed work except as follows:

- a. When the contract work is fifty percent (50%) completed, the County's representative may, in its discretion, reduce or eliminate the retainage on the progress payments for the remaining work accomplished. Reduction or elimination will only be considered upon written application by the Contractor, which must include written approval of the Contractor's surety.
- b. ORS 279C.845 Retainage: If a Contractor is required to file certified statements under ORS 279C.845, County will retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements. Retainage under this section will be returned only in accordance with ORS 279C.845.

2.4. Claims for Extra Compensation in any case where the Contractor deems extra compensation is due for work or materials not allowed by the County's representative, the Contractor shall in writing notify the County's representative of the Contractor's intention to make claim for such compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the County's representative is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor agrees to waive the claim for extra compensation. Such notice by the Contractor and the fact that the County's representative has kept account of the cost, shall not in any way be construed as proving the validity of the claim.

- a. Notwithstanding any other notices that are required, in the event Contractor discovers any subsurface, latent or other conditions at the site differing materially from those indicated in the contract documents, the Contractor shall immediately notify County's representative and not disturb them until the County's representative has review such conditions.

2.5. Interest: In the event of a dispute as to compensation due Contractor, upon settlement or judgment in favor of Contractor, interest is added to, not part of settlement.

3. Contract Administrator; Personal Liability of Public Officials: The Klamath County _____ Department shall administer this Contract for the County as the delegate of the Klamath County Board of Commissioners. In carrying out the provisions of the contract documents, or in exercising any power or authority granted to the Contractor by the contract, the Contractor agrees there will be no liability upon the officials, officers, or employees of the County, either personally or as officials of the County; it being always understood that in such matters they act as the agents and representatives of the County.

4. Status: The Contractor is engaged hereby as an independent Contractor as defined in ORS 670.600 and will be so deemed for purposes of the following:

- 4.1. 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 holiday, vacation, and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Worker's Compensation, unemployment compensation, or retirement benefits.

4.2. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

4.3. The Contractor hereby specifically waives any right that it may have or claim for indemnification from the County for the Contractor, its heirs, successors or assigns pursuant to the Oregon Tort Claims Act, ORS 30.260 et seq.

5. Quality of Work: The Contractor has represented, and by entering into this Contract now represents, that all personnel assigned to the work required under this Contract are fully qualified to perform the work to which they will be assigned in a competent, professional and workmanlike manner and, if required to be registered or licensed by the State of Oregon, are so licensed or registered. The Contractor shall perform the services described in this Contract as an independent Contractor in accordance with its own methods, the terms of this Contract, and all applicable laws and regulations, and shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any error or deficiencies in its work products or services. Neither the County's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County in accordance with applicable laws for all damages to County caused by the Contractor's negligent performance of any services furnished under this Contract.

6. Warranty: The Contractor shall provide a warranty against defects in materials and workmanship for a period of one (1) year. The Contractor guarantees to repair and replace faulty work and materials, whether performed by him or Sub-Contractors for a period of one (1) year from the date of completion. In the event of failure to comply within fifteen (15) days after being notified in writing by the County of faulty work and material, the Contractor authorizes the County to proceed to have said defects repaired at the expense of the Contractor. In the event that the County pays for said repair, the Contractor agrees to reimburse the County forthwith on demand.

7. Constraints:

7.1. The Contractor agrees to defend, indemnify and save County, its agents and employees harmless from any and all losses, claims, action, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of the Contractor or its agents or employees.

7.2. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon State Constitution, and is contingent upon funds being appropriated therefore.

7.3. The Contractor shall provide all necessary equipment, tools, labor, materials, and other means of work performance necessary to complete the work under this Contract. No County equipment or personnel shall be utilized in fulfilling the services of this Contract.

7.4. All products, materials and services procured under this Contract shall be considered to be "goods" for the purpose of the Oregon Uniform Commercial Code. In addition to any rights and obligations established by this Contract, the provisions of Oregon Revised Statutes, Chapter 72, shall apply, notwithstanding ORS 72.2060 and 72.2070 and except as indicated in Section 21 "Amendment" of this Contract.

- 7.5. Neither party shall be held responsible for delay or failure in performance of this Contract when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, acts of God, unusually severe weather, strikes, or legal acts of public authorities, which cannot be reasonably forecast or provided against. Either party may terminate this Contract after reasonably determining that such delay or failure will prevent continued performance of the Contract and upon giving written notice to the other party of the cause, its effect upon Contract performance, and the effective date of termination.
- 7.6. Contractor shall provide proof that it has in place, during the term of this contract, a drug-testing program pursuant to ORS 279C.505(2) for Contractor's or Sub-Contractors' Subject (on-site) Employees. Contractor's execution of the attached certification satisfies this provision.

8. Compliance with Law:

- 8.1. The Contractor and Contractor through its agents, officers and employees shall observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements of federal, state and county governments with respect to activities performed pursuant to this Contract. Should the Contractor utilize agents that are not in the employ of Contractor, Contractor shall ensure that any sub-contracts or other agreements contain language obligating all agents, Sub-Contractors to the dictates of this paragraph (10.1).
- a. The Contractor, throughout the duration of this Contract and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to the Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.
- b. The Department's performance under this Contract is conditioned upon the Contractor's compliance with ORS 279B.220, 279B.225, 279B.230 and 279B.235. The Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010 (1) (ee)), recycled PETE products (as defined in ORS 279A.010 (1) (ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010 (1) (gg)).
- c. Any violation of subsection (a.) of this section shall constitute a material breach of this Contract. Further, any violation of this Contract, which Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the 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, at law, or in equity, including but not limited to:
- Termination of this Contract, in whole or in part;
 - Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing the replacement Services/replacement Goods/ a replacement contractor.

- d. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

8.2. If Section 10.3 applies, the County will pay the fee to the Bureau of Labor and Industries pursuant to ORS 279C.825(1).

If this contract is for a public works project that exceeds \$50,000, the Contractor shall comply with the provisions of the **Oregon Prevailing Wage Rate**, and any applicable amendments in effect at the time the initial specifications were first advertised (available at www.oregon.gov/boli). Wage Rates for all other regions are excluded. This compliance shall include all required reporting to the State and County of wages paid under the Contract and shall be incorporated into all subcontracts under this Contract. The applicable prevailing wage rates can be found at this website: <http://www.oregon.gov/boli/whd/pwr/Pages/index.aspx>.

8.3. When the project involves federal funds, payment of the higher of Oregon Prevailing Wage Rates (PWR) or federal **Davis-Bacon Act rates** are required. Workers shall be paid no less than the higher of the applicable state or federal prevailing wage rate as determined by the Commissioner of the Bureau of Labor and Industries if the project is subject to the PWR law. Federal rates are available at www.dol.gov/.

8.4. County will withhold 25% of amounts due Contractor if County does not receive copies of certified **payroll statements when required pursuant to ORS 279C.845(7)**. **Workers** will be paid the applicable prevailing wage rates in each trade or occupation and daily/weekly/holiday/weekend overtime will be paid. Contractor will provide to workers a written schedule showing the number of hours per day and days per week the employee may be required to work.

8.5. Contractor and Sub-Contractors shall file a **Public Works Bond** with the Construction Contractor's Board on all public works projects subject to the PWR law before starting work on the project, unless exempt. Contractors must include a provision in all subcontracts requiring all Sub-Contractors to have a Public Works Bond filed with the Construction Contractor's Board before starting work, unless exempt.

8.6. Contractor shall provide a Performance Bond and a Payment Bond in the amount of the full contract price before starting work on the project.

8.7. The Contractor shall comply with all applicable laws and regulations. Contractor must obtain required licenses, certificates and permits. Cost of permits if required by local municipalities will be paid by Klamath County.

8.8. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless the employer is exempt under ORS 656.126. Prior to commencing any work pursuant to the Contract, the Contractor shall certify to the County that Contractor is either a carrier-insured employer or a self-insured employer as provided for by ORS 656.407. If the Contractor is a carrier-insured employer, Contractor shall provide the County with a certificate of worker's compensation insurance. If the Contractor is a self-insured employer, the Contractor shall provide the County with certification from the Worker's Compensation Division as evidence of the Contractor's status. Contractor shall ensure that each of its Sub-Contractors complies with the requirements of ORS 656.017.

- 8.9.** The Contractor shall comply with all pertinent provisions of ORS Chapters 200, 279A, 279B, 279C and 659A pertaining to nondiscrimination in hiring and subcontracting practices.
- 8.10.** The Contractor shall take affirmative steps to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction, services and labor when subcontracts are utilized in the performance of this Contract.
- 8.11.** Pursuant to ORS 279A.125, the Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the work of this Contract.
- 8.12.** Pursuant to ORS 279C.505, the Contractor shall:
- a.** Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract;
 - b.** Pay all contributions or amounts due the Oregon Industrial Accident Fund from the Contractor or any Sub-Contractor incurred for the performance of this Contract;
 - c.** Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished;
 - d.** Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 8.13.** Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Sub-Contractor by any person in connection with this Contract as such claim becomes due, the proper officer or officers representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this subsection shall not relieve the Contractor or the Contractor's surety from their obligations with respect to any unpaid claims. Interest at the rate of three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the County or from the contractor, but not to exceed 30 percent, shall be charged on the amount due in accordance with ORS 279C.515(2).
- 8.14.** Pursuant to ORS 279C.520, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay: for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or, for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on legal holiday specified in ORS 279C.540.
- a.** Contractor must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work.
- 8.15.** Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or needed care and attention, incident to sickness or injury, to employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

8.16. The contractor shall pay the first-tier Sub-Contractor for satisfactory performance under its subcontracts within 10 days out of such amounts as are paid to the contractor by the County under this contract and include such a payment provision in its subcontracts. The payment provision shall require the contractor to pay to the first-tier Sub-Contractor an interest penalty on amounts due in the case of each payment not made within 30 days after receipt of payment from the County, If a contractor or Sub-Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Constructions Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

8.17. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and ORS 659A.139 in regards to employment and access to services.

8.18. The Contractor shall comply with the requirements of the Rehabilitation Action of 1973 which provides that no qualified handicapped persons shall, on the basis of their handicap, be excluded from, be denied the benefits of, or otherwise by subjected to discrimination under any program or activity which receives or benefits from funds under this Contract.

8.19. The Contractor shall comply with requirements of the Civil Rights Act of 1964, including the following provisions:

a. No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving this assistance.

b. It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensations, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual's race, color, sex, religion, or national origin.

8.20. Any person or persons claiming to have supplied labor or materials for the prosecution of the work provided for in this contract has a right of action on the Contractor's bond, cashier's check or certified check as provided for in ORS 279C.380 and 279C.400 only if:

a. The person or assignee has not been paid in full; and

Written notice of claim has been provided in accordance with ORS 279C.600 and 279C.605.

8.21. Contractor and first-tier Sub-Contractor(s) shall include the required payment and interest penalty clauses in each subcontract pursuant to ORS 279C.580.

a. A dispute arising between Contractor, first-tier Sub-Contractor(s) or their Sub-Contractor(s) does not constitute a dispute to which the County is a party. The County shall not be included as a party in any administrative or judicial proceeding involving such a dispute.

b. Contractor will pay to first-tier Sub-Contractor(s) for satisfactory performance under its contract within ten (10) days as such amounts that are being paid to Contractor.

- 8.22. If federal grant funds are involved, the federal laws, rules and regulations applicable to the grant shall govern in the event they conflict with a provision required by ORS 279C.005 to 279C.670.
- 8.23. If the work includes lawn or landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279C.510(2).
- 8.24. If the work includes demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1).
- 8.25. In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the County has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that *may* affect the performance of the Contract:

FEDERAL AGENCIES:

Agriculture, Department of
 Forest Service
 Soil Conservation Service

Defense, Department of
 Army Corps of Engineers

Energy, Department of
 Federal Energy Regulatory
 Commission

Environmental Protection Agency

Health and Human Services,
 Department of Housing and Urban
 Development,

Interior, Department of
 Bureau of Land Management

Bureau of Reclamation

Geological Survey

U.S. Fish and Wildlife Service

Labor, Department of

Occupation Safety and Health
 Administration

Water Resources Council

STATE AGENCIES:

Agriculture, Department of
 Soil and Water Conservation
 Commission

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

State Lands, Division of

Water Resources Department

LOCAL AGENCIES

City Councils

County Commissioner, Board of

8.26. It is mutually understood and agreed that the Department of Environmental Quality of the State of Oregon has enacted regulations dealing with the prevention of environmental pollution and preservation of natural resources which regulations may affect the performance of the contract. The contractor shall comply with all such applicable regulations in the performance of this contract.

8.27. Unless disposition of environmental pollution is specifically a part of this Contract, contractor shall immediately notify County of any hazardous substances which contractor discovers or encounters during performance of the work required by this Contract. "Hazardous substances" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying County of any hazardous substances discovered or encountered, contractor shall immediately cease working in any particular area of the project where a hazardous substance has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well-being of contractor's or any sub-contractor's work force.

a. Spill Responsibility Contractor will be held responsible for any and all releases of environmental pollution during performance of the contract which occur as a result of, or are contributed by, actions of its agent, personnel, or sub-contractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the County and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the County.

b. Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in OAR 340-108 for petroleum products. Upon discovery, regardless of quantity, contractor must telephonically report all releases to the County. A written follow-up report shall be submitted to County within 48 hours of the telephonic report. The written report shall contain, at a minimum:

- Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- Exact time and location of release, including a description of the area involved.
- Containment procedures initiated.
- Summary of communications about the release contractor has had with members of the press or State officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- Personnel injuries, if any, resulting from, or aggravated by, the release.

8.28. It is the contractor's responsibility to secure field locations for all existing underground utilities in the project area. The contractor shall maintain these locations for the duration of the project. The contractor shall bear all costs to repair damage to utilities directly resulting from the contractor's actions.

9. Final Inspection: Contractor shall notify Contract Administrator in writing of completion of project. County will inspect project and project documents within 15 days of written notice of completion and will either acknowledge acceptable work in writing or notify Contractor of remaining work to be performed in writing.

10. County Payment for Unpaid Labor or Supplies:

10.1. If contract is incomplete County may pay valid claims and charge the amount against payments due or to become due to the Contractor under the contract. Contractor and Contractor's surety shall not be relieved from liability for unpaid claims.

10.2. If contract has been completed and all funds disbursed to Contractor all claims shall be referred to the Contractor's surety for resolution. County shall not make payment to suppliers or Sub-Contractors for work already paid for.

11. Safety and Health Requirements:

11.1. Goods, services and work supplied by the Contractor under this Contract shall comply with all federal and state occupational health and safety statutes, rules and requirements including, but not limited to, those of the Oregon Department of Consumer and Business Services.

11.2. The Contractor shall be solely responsible for informing its employees and its Sub-Contractors' employees about hazardous chemicals and materials that employees may encounter and precautionary measures that must be taken by the employees. The Contractor shall not be entitled to additional compensation by the County for costs attributable to this provision.

12. Insurance: Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his Sub-Contractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein

12.1. Contractor shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.

12.2. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

12.3. Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and *Modified* occurrence forms are unacceptable.

a. Contracts should have the following:

- General Liability
 - Each Occurrence \$5,000,000
 - Aggregate \$6,000,000
 - Operations \$5,000,000
 - Products and Completed
 - Personal/Advertising Injury \$5,000,000
- Auto Liability
 - Combined Single \$2,000,000
- Workers' Compensation
 - Statutory Limits
 - Employers Liability
 - \$1,000,000
 - Indemnity Clause

14.3.1. Contractor shall endorse the CGL to include Klamath County as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

- 14.3.2. Contractor's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. Contractor's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
- 14.3.3. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
- 14.3.4. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the Contractor or his Sub-Contractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the Contractor shall ensure that proper coverage is purchased and maintained.
- 14.3.5. Contractor and all Sub-Contractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of Klamath County.

12.4. Builder's Risk Coverage. Contractor shall provide a special form builder's risk property insurance coverage to include earthquake and flood in the full amount of the project. This coverage shall include Klamath County as a named insured. Builder's risk coverage shall have a deductible no larger than \$5,000 with the exception of earthquake and flood on which deductible shall not exceed 2% of the value of the project. Builder's risk coverage shall be maintained for the entire duration of the project until occupancy. Contractor agrees to waive rights of subrogation against Klamath county on all property coverage issues.

13. Liquidated Damages:

13.1. Any delay in the completion of this Contract beyond the date specified will cause inconvenience and/or loss to the County. In the event of delay, it is and will be impractical and difficult to ascertain and determine the actual damage County sustains by reason of the delay. The Contractor will pay to the County, not as a penalty but as liquidated damages, for each calendar day of delay beyond the completion date set forth in Section 1.2 of this Contract, the sum of \$100.

13.2. The County, at its sole discretion, may grant the Contractor an extension of time for completion if the delay is caused by occurrences beyond the Contractor's control. An extension shall not be granted for a shortage or inadequacy of labor, equipment or materials; negligence or fault of the Contractor, Contractor's suppliers or Sub-Contractors; or other deficiencies determined by the County to be within the province of the Contractor's control or responsibility.

14. Right to Audit and Retention of Records: The County retains the right to audit books and records of the Contractor or any Sub-Contractor to the extent that such books and records relate to this Contract. Contractor shall retain such books and records for a period of three (3) years from the date of final payment under the prime contract and any Sub-Contractor shall retain such books and records for a period of three (3) years from the date of final payment under the subcontract.

15. Assignment/Subcontract: Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or in part, without the County's prior written consent. Unless otherwise agreed by the County in writing, such consent shall not relieve the Contractor of any obligations under this Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of this Contract. If the County consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of the Contractor's duties, the Contractor and its surety, if any, shall remain liable to the County for complete performance of this Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in writing.

16. Attorney Fees: In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for their own attorney fees and any related costs.

17. Default, Remedies: Time is of the essence of this Contract. Either party shall be deemed to be in default if such party fails to perform any of its obligations under this Contract. In the event of default, the party that is not in default shall have the right to terminate this Contract immediately and pursue whatever legal, or equitable, remedies are available. All remedies shall be cumulative.

18. No Waiver: No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. Termination:

19.1. This Contract may be terminated by either party pursuant to Section 18 "Default, Remedies" of this Contract by giving written notice to the other party.

19.2. The County reserves the right to terminate this Contract upon ten (10) days written notice should it find the Contractor has failed to comply with the provisions of Section 13 "Insurance" of this Contract.

20. Amendment:

20.1. This Contract and any amendments to this Contract shall be in writing and will not be effective until approved by the Klamath County Board of Commissioners and the Contractor.

20.2. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

21. Severability: The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

22. Conflict of interest:

22.1. Klamath County desires to have the Contractor refrain from activities which could be interpreted as creating an organizational conflict of interest.

22.2. The Contractor agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where the Contractor has a personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Contractor's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.

23. Notices: Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by certified or registered mail, addressed to the County or the Contractor at the address set forth below, or to either of them in any other manner prescribed by law.

Contract Administrator

Martin Rowley
Sheriff's Office
541-851-2279

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Purpose:
Term:

CONTRACTOR:

****519 Main St.

Klamath Falls, OR 97601

Phone: (**) ***

Signature: _____

Printed or Typed Name: _____

Federal I.D. # _____

Date: _____

**KLAMATH COUNTY BOARD
of COMMISSIONERS:**

305 Main Street

Klamath Falls, OR 97601

(541) 883-5100

Approved this ____ day of _____, 20__.

Chairman

Commissioner

Commissioner

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

David P. Groff