



REQUEST FOR PROPOSALS
FOR A
COMPUTER-AIDED DISPATCH
AND
RECORDS MANAGEMENT SYSTEM

Administered by the
Klamath County Information Technology Department

Date Issued: April 19, 2016

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

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Bids due: 2:00 pm, May 19, 2016

ONLY PROPOSAL SUBMITTED VIA EMAIL TO LBARLOW-HUNTER@CO.KLAMATH.OR.US ACCEPTED

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1. INTRODUCTION

1.1. OVERVIEW, OBJECTIVES, AND BACKGROUND

- 1.1.1.** The Klamath County Information Technology Department desires to acquire a Microsoft Windows™ based public safety software system for the purpose of replacing current computer aided dispatch (CAD), mobile, and records management systems used by the Klamath County Sheriff's Office.

Klamath County is home to approximately 70,000 people, with about 21,000 of those people residing in the County 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.

The Klamath County Sheriff 's Office is responsible for policing, crime prevention, search and rescue, marine patrol, and civil service within the entire area of Klamath County.

The Klamath County Information Technology Department is inviting your company to provide information on services and qualifications for the implementation of a comprehensive and fully integrated Law Enforcement Records Management Systems (RMS). These services include, but are not limited to: project management, system design, hardware specifications, software customization, system integration, system maintenance, testing, implementation and training.

This request for proposals initiates a comprehensive records solution for the Klamath County Sheriff Office. This project includes modules essential to the day-to-day management of law and order and support operations. In the interest of continuity and compatibility, the County reserves the right to contract with the successful bidder, or other qualified firms, for implementation of future phases.

- 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:

COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM

- 1.1.4.** Klamath County will not be responsible for identifying and handling any proposal that is not submitted via email, titled, this way. Failure to so label may result in disqualification of your proposal.

1.2. SCHEDULE

<u>Event</u>	<u>Due Date</u>
Date of Issuance	April 19, 2016
Written Questions	May 05, 2016 @ 2pm
RFP Closing	May 19, 2016 @ 2pm
Proposal Opening	May 19, 2016
Review and scoring	May 20, 2016
Issuance of Notice of Intent to Award (approx.)	May 31, 2016
Award Protests (approx.)	June 06, 2016 @ 5pm
Contract Award (approx.)	June 07, 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

The County will satisfy itself that potential contractors are reputable firms with a proven track record and a proven product. Proposers shall provide at least five (5) references of installations of similar size and functionality to the system being bid. References shall include the contact name and phone number and a brief description of the system.

Proposer must provide the number years of experience as a Records Management Software provider for Public Safety Agencies.

Proposer will provide a list of all clients for whom similar services, as detailed in this RFP, have been provided during the past three years. The list must include:

- Dates of Service
- Name of Contact Person
- Title of Contact Person
- Phone Number of Contact Person

Proposer must also disclose any services terminated by the client(s) and the reason(s) for the termination.

Proposer will disclose any involvement by the organization or any officer of principal in any material business litigation within the last five (5) years. The disclosure will include an explanation as well as the current status and or disposition.

1.4.1. System Suitability

Proposer will be evaluated on the suitability of its systems with respect to the following factors:

- Does the system meet all the functional needs of the Public Safety Agencies?
- Does it provide a system that will be easy to use?
- Does it provide a system that will be easy to learn?
- Is the specified computer hardware suitable and sufficient? Will it be expandable in the future? Will it be maintainable? Is the platform already familiar to County’s IT personnel? Does it support other programs that the agencies may wish to run on it? Does it fit in with the agencies long term computer technology plans?
- Does it provide a system that provides connectivity to the Public Safety Sites within Klamath County who desire to be users of the computer system?

1.4.2. Price

Price evaluation will be based upon proposer's base price as given in the price schedule outlined in section 7 plus the criteria described below.

Proposers are encouraged to offer system options that they believe will enhance the usability of the system for the Klamath County Sheriff Office.

These options are to be described and priced separately. The County reserves the right to consider or ignore these options in evaluating the overall fitness of a proposal.

The price will be specifically evaluated on the following points:

- What is the initial cost of the system?
- What, if any, additional computer equipment will the County have to buy?
- What is the annual cost for support, maintenance, and updates?
- What is the vendor's commitment to support pricing after the first year?
- Are all updates to the software included in the support program or will some be at additional cost?
- Is the software sold as a site license or will the County have to buy additional user licenses every time a user or user workstation is added to the system?
- Will any additional training of County's IT personnel be required?
- What is the expected cost of agency and County IT resources required for ongoing support of the system?
- What will be the internal cost of ongoing training of new personnel?
- What is the vendor's reputation among its customer base with respect to long term costs?

1.4.3. System Installation

The successful proposer will be solely responsible for complete and timely installation of the CAD and Records Management Software. The County will be responsible for procuring and installing all required computer equipment and related network infrastructure. The proposer shall describe in the proposal any special electrical and environmental requirements of required equipment.

1.4.4. Payment Terms

Payment to the vendor will be made as progress payments at the conclusion of the following milestones:

- | | | |
|----|-------------------------------|-----------------------|
| 1) | Contract Signing | 20% of contract value |
| 2) | System Installation Completed | 20% of contract value |
| 3) | Training Completed | 20% of contract value |
| 4) | System Accepted | 40% of contract value |

1.4.5. SYSTEM REQUIREMENTS

This section delineates in detail the specific functions required of the system requested. It does not describe how a proposed system is to implement these functions as each proposer's system will be unique in that respect.

Proposers shall also list all exceptions to the functions specified in this section. Failure to do so may be cause for disqualification or the County may direct the proposer, if selected, to implement the missing features at no cost to the County.

Place the appropriate reference letter in the RESPONSE column of the table. I - Included. Requirement is met by vendor's base product.

M - Modification required. Base product has this feature or function, but some modification will be required to meet the specific requirement. Explain any modifications required in Section 8 of your proposal and note the reference number in the Reference column in the table. Cost, if any, must be itemized in the Pricing Section.

C - Custom enhancement. The vendor's base product does not contain this function or feature but it will be added to meet the requirement. Cost, if any, must be itemized in the Pricing Section.

N - Not provided nor proposed.

Use the Reference column to reference any other comments or explanations for requirements that merit them. The comments and explanations should be included in Chapter 8 Exceptions List.

a. General System Requirements

REQUIREMENT	RESPONSE	REFERENCE
The system proposed is Microsoft Windows™ based.		
Microsoft SQL Server is the database platform.		
The system runs on a Windows 2012 R2 Server /10 Enterprise or later platform.		
CAD and Records Management are one integrated system, not two systems interfaced to each other.		
Applications shall be deployable via Microsoft SCCM or other silent installation method.		
User Features		
The system recognizes and provides for simultaneous handling of multiple transactions.		
The system utilizes function keys for frequently used CAD transactions, e.g., incident initiation.		
The system automatically check reference data files during data processing.		
The system utilizes well organized, easy to read screen formats.		
On line help is available via keystroke or menu item.		
The system automatically validates entered data with automatic presentation of valid values when an invalid value is entered.		
Commands, Menus, Function Keys, and the Mouse		
The system utilizes four (4) methods of initiating actions: command entry, menu selection, function key, and mouse selection to accommodate user preferences.		
The command entries consist of a command identifier and data parameters in conjunction with a function key (if necessary).		
Menu selections extend to one or more sub-menus, where appropriate.		
Menu selection is available for all functions that are performed by occasional, casual users of the system.		
Most functions can be initiated using the mouse.		
Multiple Screen Functionality		
The system supports execution and maintenance of simultaneous events.		
Multiple open application windows are supported. For example, a user can have incident, person, and vehicle records all displayed simultaneously.		
Security Considerations		
All system users are required to sign onto the system before being given access to any system function.		
The sign on form includes fields for user ID and password.		
The password is not displayed when entered.		
After the password is verified, the system automatically attaches the user to a security group that determines what system functions he or she may access.		

Security granularity extends to individual control of access to view, modify, add and delete functions for each application screen.		
The passwords and security group assignments are changeable by authorized personnel only at the highest security level.		
Security may be integrated with Microsoft AD credentials.		
The security groups are configurable.		
The System Manager is able to create and modify security groups, defining system access down to the function level.		
Security is established using RBAC best practices, and not inherently dependent on network scheme or static addressing.		
Single Point Data Entry		
Data entered into the system either directly or indirectly is propagated to all relevant databases.		
Data entered into the system either directly or indirectly is available to all relevant system functions.		
Once entered, there is no requirement for re-entry of data to satisfy the needs of a different sub-system.		
All modules of the system are completely integrated.		
3.1.6 Call Taker/Dispatcher Functionality		
The system supports a call taker taking the call, filling in the incident form, and routing the call to the appropriate dispatcher.		
The system shall route the incident to the appropriate dispatch position (fire or police).		
The dispatcher receives an audible or visual indication that a new incident has arrived for dispatch.		
The system shall be flexible enough to allow any position to be used for any system function, dispatching, call taking, records.		
Changing a workstation's functions shall not require reconfiguration of the system.		

b. CAD System Functions

Key to the computer-aided dispatch portion of the system is incident handling. Since this a particularly critical function, it is important that its implementation be as complete and easy to use as possible.

REQUIREMENT	RESPONSE	REFERENCE
Incident Entry		
Two incident formats shall be provided for the entry of incident information, one for calls for service from the public, and the other suitable for deputy initiated activity.		
The call for service screen shall allow entry of the following information:		
Incident location with apartment number/suite number and Agency		
Incident type		
Response priority, Response Agency		
Caller name, address, telephone number		
Incident details		
Vehicle information		
The incident location and District information shall be validated against a geographical database immediately after entry.		
The incident type shall be validated when entered.		
Validation shall take one second or less.		
The response priority shall be a function of the incident type		

but enterable by the call taker as well.		
The incident details shall allow at least 150 characters of text to be entered at one time.		
Vehicle information shall be recorded as data items, not just text.		
The deputy form shall be designed to facilitate entry of traffic stops.		
The deputy form shall allow the easy entry of unit, location, and vehicle license information.		
The deputy form shall support other deputy initiated incidents and shall not be limited to traffic stops.		
Upon entry of a vehicle license plate, the CAD system shall immediately search its database and retrieve make, model, year, and color information directly into the form.		
Upon entry of a vehicle license plate, the CAD system shall immediately display a history of recent contacts with the vehicle.		
Upon entry of a vehicle license plate, the CAD system shall look up the person associated with the vehicle and display pertinent information about the person including but not limited to recent contact history, deputy safety notations, and arrest, warrants, and suspect information.		
After initial entry of information, the system shall verify the incident location against a geographical database (geo file) and provide response recommendations using ESNs.		
The geographical database shall be capable of verifying locations entered as street addresses, street names, hundred blocks, place names, and intersections without relying on exact matching of entered location.		
Partial street place names and soundex-type matching shall be supported.		
Multiple matches of the entered location shall result in a matches list from which the user can select the correct location.		
The geo file shall return the nearest cross street and the standard spelling of the location to facilitate historical retrieval.		
The system shall automatically search its database for previous incident history and shall retrieve and display summaries of the five most recent incidents at the location.		
The system shall automatically search its databases for reporting party information and shall retrieve and display summaries of the five most recent contacts with the reporting party.		
The system shall automatically search its databases for premise information unique to the location and shall, when available, display a button or icon the user can select to display the information. This record may contain hazardous material information, firefighting information, the names of emergency contacts (for businesses) or special handling information for residents who may be handicapped or elderly.		
The system shall search its databases for vehicle history and shall retrieve and display (for traffic stops) summaries of the most recent five contacts with a vehicle whenever one is entered as part of an incident.		
The system shall automatically search its databases for street information and shall retrieve any available information about the street location from the geographical databases.		

The most important available information shall be automatically displayed for dispatchers with indicators to alert the dispatcher to the availability of other pieces of information.		
The dispatcher shall be able to display the retrieved information via a short key sequence, a function key, or mouse.		
The system shall interface with an E911 controller to automatically receive caller location and telephone number information when an E911 call is received.		
Receipt of the E911 information shall cause the CAD system to automatically present the information in an incident entry form at the answering call taker position.		
The system shall automatically check for and display a list of previous incidents at the E911 supplied location.		
E911 Phase II caller location is supported with the caller's location or probability circle automatically drawn on the CAD map for the call taker.		
When the user commits the transaction, the system shall assign a system generated incident number to the incident and record the date, time and dispatcher handling the call.		
Incident Handling		
The dispatcher shall be able to update the existing incident information once the incident has been created.		
The dispatcher shall be able to add an unlimited number of additional comments once the incident has been created.		
Each additional comment added to an incident record shall be time and date stamped.		
The dispatcher shall be able to assign an unlimited number of additional units to an incident.		
The dispatcher shall be able to record all status changes from assigned units once the incident has been created.		
The dispatcher shall be able to clear units and close the incident once the incident has been created.		
The incident history shall always be shown as part of the incident detail display.		
The incident display must include all times for the incident: call received, entered, dispatched, en route, on scene, closed.		
The incident display must include all times for each unit assigned to the incident: dispatched, en route, on scene, clear, dispatched-to-on scene, on scene-to-clear, dispatched-to-clear.		
Multiple incidents can be simultaneously displayed and updated.		
There must be a way to enter and schedule incidents to appear at a later date and time, either once or periodically. Such incidents should automatically appear in the incident queue at the specified time. It should also be possible to pre-assign a specific unit to the incident when it is scheduled.		
Unit Recommendation and Dispatch		
The system shall be able to recommend units to respond to both police, fire and EMS incidents.		
Response algorithms shall be based on incident location, incident type, and unit availability.		
For police responses, the recommendation shall show the beat unit, if available or an unavailable unit from an adjoining beat if the beat unit is not available.		

For fire responses, the recommended units shall be based on a fire "run card" for the location as well as the type of the incident.		
The dispatcher shall be able to accept the recommended dispatch with a single key or edit the recommendation as needed.		
For deputy initiated incidents, the unit will be the unit calling; the unit will be entered on the initial incident form and dispatch shall be automatic.		
Unit Handling Functions		
The system must have the "Free a Unit" command to return a unit to a clear status but not close the incident the unit has been assigned to.		
The system must have the command "Reassign a Unit" to reassign a unit from one incident to another, returning the first incident to a pending status rather than closing it if there are no other units assigned to the first incident.		
The system must have the command "Exchange Units" to dispatch a unit to an incident while simultaneously clearing a unit it is replacing.		
The system shall have an easily entered "pursuit mode" to facilitate entry of continuous narration of vehicle and foot pursuits. In pursuit mode, each time the dispatcher presses ENTER the current entry shall be recorded with a time stamp and a new entry line presented.		
The system shall maintain a CAD incident log and supervisor log.		
The log shall be easily viewed and browsed.		
The dispatcher must be able to hold one or more pending incidents for a particular unit with an indication in the incident status display.		
Rotation Towing		
The system shall be capable of recommending a vehicle tow company upon request.		
The tow company recommended shall be the next company on a rotating list for a particular area of response.		
The frequency of rotation shall be configurable, i.e., each call, daily, weekly, etc.		
The selected tow company shall be recorded in the incident record.		

c. Record Management System

REQUIREMENT	RESPONSE	REFERENCE
Master Name Index		
The Master Name Index maintains the database of persons encountered by the agency.		
Master Name information is entered as part of other data entry, i.e., incident, deputy reports, citations, but can also be entered directly into the database.		
The system matches new information to the Master Name Index with existing persons in the database when appropriate.		
The Master Name Index has two parts for each person: personal information (name, address, height, weight, etc.) and the history of contacts with the person.		
When a Master Name record is displayed, both parts of the record are displayed.		
The personal information may be a subset of the total if all the information cannot be accommodated on the screen, but the		

rest shall be retrievable via a single key stroke or mouse click.		
The history display shall always initially display the most recent encounters with the person.		
The Master Name function shall include the ability to page through the Master Name Index.		
The Master Name function shall include the ability to page through the Master Name history for a given person.		
The Master Name function shall include the ability to add, update, or delete a Master Name record.		
The Master Name function shall include the ability to add, update, or delete a history entry.		
The Master Name function shall include the ability to print a Master Name record.		
The process used to look up a person in the Master Name Index must be flexible enough to aid in locating the person when only a partial name or misspelled name is available.		
The logic of the Master Name look-up shall include: searching on the name as entered		
Matching on any aliases used by the person		
Searching on the last name only		
Searching for sound-alikes of the entered name.		
When multiple matches are found the user shall be given the opportunity to page back and forth through the list of matching names, looking at individual records as desired.		
Deputy Reports		
The system shall support direct entry of deputy reports from information collected in the field deputies.		
The system shall maintain a reports log.		
The reports log shall be easily viewed and browsed.		
The reports log shall contain the deputy report number, date, offense, deputy, and status, at a minimum.		
A command shall be provided to permit easy generation of an deputy report number.		
Pertinent incident information shall be automatically transferred to the deputy report record from a CAD incident record when it is created.		
Deputy reports shall include a cover sheet - who, what, where, when and Agency.		
Deputy reports shall contain information about an unlimited number of persons involved - personal information, connection to incident, and information specific to their connection (for victims, suspects, etc.)		
Information from deputy reports shall be automatically propagated to the Master Name Index.		
The deputy reports shall contain vehicles involved information. Detailed vehicle information shall be recorded.		
The deputy reports shall contain method of entry and other specific information required for the NIBRS reports.		
The deputy reports shall contain narrative and unlimited subsequent supplements.		
Integral spell checking for narratives and supplements shall be provided.		
The system shall allow the user to "cut and paste" text from a word processing program to a narrative/supplement.		
The deputy reports shall contain deputy/reviewer signoff and report routing.		
The report screen shall include the ability to add an unlimited number of photos and other images to the report.		

The report screen shall include access to a log of all state queries associated with the report		
It shall be possible to associate an unlimited number of other files with the report (pdf, spreadsheets, etc.)		
A notes section (besides that associated with the case investigation) shall be included		
Explicit tracking of assaults on deputies must be included for each case.		
An approval log must be available to list all reports not yet approved by a supervisor.		
A method must be provided for supervisors to approve cases that includes electronic routing of reports from supervisor to deputy and back, from supervisor to records, from records to deputy and back.		
The approval process must allow supervisors and records clerks to attach lists of problems with reports to the report for the deputy to correct.		
The deputy must be able to individually check off problems as corrected and the supervisor must be able to individually check off corrected items as verified.		
Once approved, a case must be "locked," i.e., not subject to change (except for supplementary narratives) except by personnel with sufficient security level.		
Case Investigation Management		
The system shall provide a case investigation log by detective, deputy, or all cases under investigation with features similar to the deputy log report.		
The system shall provide a case investigation status detail display.		
The system shall provide appropriate status and progress reports.		
Information kept for each case in the investigation file shall include detective, date assigned, follow up date, victims, suspects, investigation, court dispositions and date closed.		
Citations		
The system shall provide means to track traffic and parking citations and associate persons and vehicles with them.		
An on screen citation log must be available that shows all recent citations with an option to just show those for a particular deputy.		
K9 Tracking		
The system shall maintain a database for tracking the usage of K9 Units.		
Vehicles		
The system shall maintain a database of vehicles.		
The vehicles database shall be built by entries generated by incidents, deputy reports, and citations.		
Vehicle lookup shall be possible by entering either a vehicle license plate or a vehicle make and model.		
The system must allow perusal and selection from a list of matches.		
A vehicle display shall include information about the vehicle (make, model, color, etc.) plus a history of encounters with the vehicle.		
The most recent history entries must be displayed.		
Vehicle functions shall include updating and deleting vehicle information.		
Vehicle functions shall include adding and deleting history		

entries.		
Property		
The system shall include a property subsystem that will enable the department to keep track of all property associated with cases and incidents.		
The property subsystem shall enable the department to keep track of property that is in its property room.		
The system shall include a property log that shall record each property transaction , including property checked in and out of the property room.		
The system shall allow the user to access property records via a serial number, brand, model, or item name (i.e., VCR, radio, etc.).		
Multiple matches of property shall generate a selection list.		
The property system shall include the capabilities to add, delete, and modify property.		
The property system shall allow the user to page through the property records.		
The property system shall allow the user to scan barcodes into the application to add, delete, or modify property.		
Vehicle Maintenance		
The system shall provide a vehicle maintenance subsystem to assist in tracking the maintenance and other history of the vehicle fleet.		
The vehicle maintenance subsystem shall keep track of "service due" dates.		
The vehicle maintenance subsystem shall keep track of vehicle physical status.		
When recorded during the "deputy on duty" sequence, an deputy identification and vehicle mileage entry shall be made in the vehicle history.		
Field Interviews		
The system shall include the facility to enter field contact information into the database as a "Field Interview" with the person information automatically recorded in the Master Name Index.		
Other Records Management Files		
Proposed software includes databases for the following:		
Sex Offenders		
Narcotics Offenders		
Known Offenders		
Arsonists		
Parolees		
Probationers		
Gangs		
Civil		
Subpoenas for agency personnel		
Subpoenas for citizens		
Protection Orders		
BOLO		
Missing Persons		
Document Release Log		
Stolen Vehicle Log		

Arrest Log		
Accident Log		
Warrants		
Search Warrants		
Pawn		

d. Other Functions

REQUIREMENT	RESPONSE	REFERENCE
Instant Access to Detail Records		
The system shall support display of detail records (related to the current display). For example, when a master name record is displayed, the person's history will include references to incidents, deputy reports, FIs, citations, etc. The user shall be able to quickly and easily (mouse selection preferred) display the detail record for any of these associated records without leaving the current display.		
The display of the detail records shall be shown as an overlay to the current display.		
No updating of the information in the overlay shall be permitted.		
Items on the overlay shall also be available for display in a subsequent overlay.		
Internal Messaging		
The proposer shall provide an internal messaging system		
The messaging system shall include the following features: on-line terminal message transmission		
On screen message composition with word processing capabilities		
Unlimited message lengths		
Ability to print messages		
Ability to reply to messages with a button or similar		
Ability to edit/add notes to received messages and forward them		
Ability to direct mail to persons or terminals.		
Multiple destinations/Send to all		
Automatic advising of messages in your "mailbox" when signing on		
Automatic real-time notification when messages received.		
Ability to save or delete received messages.		
Support for message attachments		
Command line or forms message entry		
The messaging system must be an integral part of the CAD and records system rather than being a separate software package.		
Provide for message archiving outside the system for regulatory compliance.		
Ready Reference		
The ready reference file shall provide an electronic means to store various pieces of reference information, including telephone lists, training bulletins, house watch list, and department procedures and directives.		
The ready reference file shall provide an easy means to enter, organize, and retrieve this reference information.		
Retrieval of ready reference information shall be allowed from a ready reference index display or directly via a brief identifier associated with each entry.		

Entries in the ready reference file shall consist of text information.		
There shall be no limit on the length of each entry.		
Search Capabilities		
The system shall provide database search capabilities that will allow the user to freely specify search criteria and search any database in the system.		
A list of matching entries shall be created that shall be able to be reviewed on screen or printed.		
The search capability shall not rely on any knowledge of databases or database structures. Describe how this is accomplished in Section 8 of your proposal.		
Database Maintenance Functions		
A means shall be provided to update, add to, and otherwise maintain most system databases, even those that are not maintained in the normal course of everyday operation of the system.		
Help Screens		
On line help shall be available to aid the user in the operation of the system.		
Displaying a help screen should only require pressing a dedicated help function key or by some equally short, direct method.		
The help system shall conform to all Windows standards for on line help documents.		
Reports		
The system shall provide the following reports: NIBRS		
Single Incident Report		
Shift Bulletin		
24 Hour Incident Summary		
Incident Summary by arbitrary date period		
Incident Summaries by time of day and day of week by department		
Incident Response Times by time of day and day of week and Incident Priority		
Deputy Activity Reports		
Monthly Patrol Statistics		
Unverified Locations		
Crime Summary by Offense		
Accident Reports		
Case Investigation Summary		
Case Investigation Activity by Deputy		
Deputy Log		
False Alarms		
Citations by Violation		
Vehicle Log by Deputy		
Vehicle Usage Log		
Vehicle Mileage Summary		
Reports must be viewable on screen before they are printed.		
System Configuration		
The supplied system shall be customizable, without additional programming, as much as possible to the method of operation of the County. Examples of things that shall be customizable are unit status codes and incident dispositions, but should include all data items where the user picks from a list of acceptable values.		

Such customization shall be accomplished without reprogramming. Describe to what extent and how this is accomplished with the proposed system in Section 8 of your proposal.		
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e. Mobile Computing

REQUIREMENT	RESPONSE	REFERENCE
Consideration for support of touch screen computers, i.e. oversized buttons for frequently used transactions		
Access to state and national vehicle and person information databases.		
Deputy report log review		
Local vehicle information		
Local person information		
Incident history of local addresses		
Mug shots		
Field entry of deputy reports with immediate transmission of the reports back to the central computer.		
Filed report information shall be immediately available to all system users.		
Officer field access to CAD and records information including: Incident information		

f. Mapping

REQUIREMENT	RESPONSE	REFERENCE
Map integrated into records management		
The map automatically locates and zooms a call for service on the map when the location is verified		
Map is completely integrated into CAD		
The map can be configured to show various layers depending upon the zoom level		
Layers can be manually activated at any zoom level		
A map of sex offender addresses can be generated		
Map activity with respect to AVL is recorded and can be played back (pursuit replays)		
Maps can be printed.		
Mapping is available on mobile computers		
E911 calls are immediately located without dispatcher interaction		
E911 Phase II calls from cell phones automatically zoom to the location on the map or draw a probability circle on the map depending upon the information available		
The map displays the locations of all signed on units equipped with GPS		
A general purpose pin mapping facility is included to quickly create pin maps from the results of data searches of CAD incidents and the officer reports databases		

g. State/NCIC Interface

REQUIREMENT	RESPONSE	REFERENCE
Must provide a link to the state for state/NCIC queries		
Supports menu based entry of common queries from all authorized users		
Allows command line entry of person and vehicle queries		

From the person display allows running that person with a dedicated button.		
From the vehicle display allows running that vehicle with a dedicated button.		
The person display includes quick access to a log of all the times the person has been run.		
The vehicle display includes quick access to a log of all the times the vehicle has been run.		
A state queries log is available that list state queries.		
A separate log of all criminal history queries is available that meets all state requirements.		
Responses to queries must be displayed automatically if the user is not otherwise occupied.		
The incident history that is part of the display of an individual incident must include all the queries that have been run for that incident and the requesting deputy.		
Responses can be printed.		
The printout includes the text of the associated query and the ID of the unit that ran it.		

h. Bar Coding

REQUIREMENT	RESPONSE	REFERENCE
Bar Coding software must be completely integrated into the records management system. If proprietary bar coding equipment is required, then include its price on the pricing page.		
Uses a wireless terminal with wand		
Allows assigning property to property room "bins" with the wand with the assignment automatically transmitted and entered into the property database		
Supports checking property in and out		
Supports creating a list of common reasons for checking out property that can be entered from the bar coding terminal		
Prints bar code labels singly or in bulk for a case		
Supports printing on commonly available labels		
Can print blank labels (with respect to property description)		
Allows inventory reconciliation		

i. Interfaces

REQUIREMENT	RESPONSE	REFERENCE
Interface with Beacon Software Jail Management System		
Interface with NLETS/LEDS/NCIC and related Federal/State systems		
Interface with AFIS		
Interface with Karpel (SaaS Used by Klamath County District Attorney Office)		

1.4.6. COMPUTER HARDWARE

It is the intent of the County to upgrade its current computer system and network as necessary to support the chosen software. The expected cost of any such upgrades, additions, or replacement desire will be weighed in the evaluation of the proposals.

The proposer shall specify hardware and system software required to support the proposed system. It is the District's intent to procure all computer equipment directly, not through the vendor. The proposer's price shall therefore not include the cost of the hardware, although if the proposer's system requires any proprietary hardware the County may later request pricing.

The hardware specification shall list required or proposed equipment without make or model numbers unless equipment proprietary to a particular manufacturer is proposed. Communications hardware elements (for example, network components) shall be excluded from the materials list.

The proposed system is to be configured for 75 users and 30 vehicles will require mobile computer software. The proposer shall also describe the expansion capabilities of the proposed system.

The proposer shall propose sufficient storage capacity to support storage of 10 years of data.

The proposer is responsible for proposing and pricing any database software required to support running the proposer's CAD and records application software.

1.4.7. INSTALLATION, CONVERSION AND TRAINING

The proposer shall name in the proposal a project manager with resume, to be assigned as a single point of contact to the County, to coordinate and to direct the vendor's activities and communications between the County and the vendor.

The project shall begin immediately upon contract signing. The proposer shall include a preliminary project schedule with this proposal. After contract signing, the successful vendor shall confer with the County's representative and submit a final project schedule within seven days.

Conversion of the existing data is considered key to launching the new system. The vendor shall begin preparation of the conversion programs or scripts as soon as the County provides a sample of the data to be converted. The County shall be provided with converted data for testing as soon as possible so that verification of the converted data can begin. Steps regarding data conversion shall be included in the project schedule.

The Vendor shall install all software and test it to assure proper running order. The Vendor shall then conduct training sessions to familiarize all department personnel in operation of the system. The proposer shall describe the training program proposed, the number of days of training included, and the number of training days proposed for each class of user: records personnel, deputies, administrators, system support personnel.

At the conclusion of system installation and training, the vendor shall demonstrate to the County's and Public Safety Agency satisfaction that the system's proposed functions are operational. The system will then be accepted under the conditions to be enumerated in the contract.

The County accepts all responsibility for initial data entry beyond inclusion of the converted data. The proposer's system shall provide all functions and screen formats necessary to perform data entry and the successful vendor will be responsible for guiding the County through this process.

1.4.8. SUPPORT SERVICES

The proposed system shall include five (5) years of support, maintenance, and updates of the software, to begin upon system acceptance. Costs related to the first year shall be separately delineated on the pricing sheet. Subsequent years will be billed annually. Proposers shall provide examples of support charges to current customers at the request of the County.

The proposer shall describe in detail in the proposal (or include a sample support contract) the software support to be provided. This shall include how software problems will be resolved and terms of the warranty. Support shall be available seven days per week, 24 hours per day. The vendor shall provide an 800 number for support.

Given the sensitive and timely nature of Law Enforcement and Public Safety, the proposer shall provide a contact method for urgent support issues and guarantee a 30-minute response to such contact. Failure to meet this service level will forfeit the annual maintenance costs for the following year. Proposers shall provide current support center call statistics to validate the ability to meet this service level commitment upon request.

The proposer shall describe its software update or upgrade policy. Specifically:

- How frequently and under what circumstances is updated software provided.
- How will the County be notified of available updates?
- What is involved in implementing an update?
- Will the County incur any costs to the vendor to implement updates?

- Does the vendor ever charge for updates or new versions of products licensed to the County?
If so, under what circumstances?
- How frequently does the vendor release new, enhanced versions of the software? About how many enhancements would be expected with these new versions?
- With new versions, what is the vendor's approach to migration from earlier versions?

1.4.9. PRICING FORMS

Proposal pricing is specifically for Klamath County, but in the interest of interagency collaboration, proposers may be asked to provide pricing to allow access by other agencies – up to and including installation of the system within those entities.

1.4.9.1. Base System

The proposer shall use the following chart to present their pricing proposal:

ITEM	PRICE
Computer-Aided Dispatch Software	
Records Management Software	
Mobile Computer Software	
E911 Link Software	
Digital Imaging Software	
State Interface Software	
CAD and Records Mapping Software	
Mobile Mapping Software	
Property Bar Coding Software	
Data Conversion	
Vendor Specific Equipment (if any)	
Software Customization (from table below)	
Database Software	
Additional Items or Costs Required by Proposer's Solution (if any, describe below this chart)	
System Installation	
Training	
Project Management	
First Year Software Maintenance, Support, and Updates	
TOTAL	

Sales tax is not to be included in the pricing.

1.4.10. Customization and Modification Costs

Detail all costs associated with software customizations and modifications required to meet the system requirements.

ITEM	Price

1.4.11. Additional Proposal Items

The following form shall be used to price additional optional items requested by the County as well as additional items the proposer may care to propose:

ITEM	Price

Also state any additional support cost that will be incurred with these items.

1.4.12. Additional Costs

Will the vendor commit to keeping the annual support cost the same for the first five years (the year quoted above plus four more)? If not, what price guarantee is the vendor willing to offer for the cost of future support years?

If the vendor's software is sold per user or position what will be the additional cost for adding future users and/or positions to the system? What is the procedure for doing so? What price guarantee is the vendor willing to offer for the cost of future years?

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 Information Technology Department reserve the discretion to contact responders about their proposals.

2.2. SUBMISSION OF PROPOSALS

2.2.1. Proposals shall be received by Leslie Barlow-Hunter, the Contract and Risk Manager, no later than the closing date and time listed on the front page of this RFP, in a PDF format and labeled "**COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM**" at lbarlow-hunter@co.klamath.or.us.

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:

2.5.3.1. Introduction

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

2.5.3.2. Response to Terms and Conditions

The proposer shall indicate its agreement to the specified terms and conditions.

2.5.3.3. System Description

The proposer shall include the completed software specification forms provided in Section 1.4.5 of this RFP. Additional information or clarification of responses to the specifications shall be included in this section as notes. See Section 3 of this RFP for instructions on completing the forms.

2.5.3.4. Hardware Requirements

The proposer shall include the completed hardware specifications forms provided in Section 1.4.6 of this RFP. Additionally, an itemized list and description of the computer hardware required, especially all proprietary hardware, shall be included in this section.

2.5.3.5. Installation, Conversion and Training Plan

The proposer shall present a schedule for the installation of the system and conversation of existing data. The schedule duration shall not exceed the time necessary to have the system fully functioning on October 1, 2016. See RFP Section 1.4.7.

2.5.3.6. Support Services

The proposer shall describe the support services available to the County after system installation and identify those included as part of the proposal.

2.5.3.7. Price Proposal

The proposer shall utilize the form provided in the RFP for this purpose.

2.5.3.8. Exceptions List and Required Responses

The proposer shall provide a list of exceptions taken to the bid specifications, as well as detailed descriptions of the indicated requirements.

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 1 signed copy of the Proposal and all required supporting information, as a PDF Document, sent via email to ibarlow-hunter@co.klamath.or.us. The Proposal shall be submitted by or before the closing date and time listed on the front page of this RFP, labeled "**COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM**" delivered to Leslie Barlow-Hunter, Contract and Risk Manager, at ibarlow-hunter@co.klamath.or.us.

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 3.20.

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, May 05, 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:
Jessica Chastain
316 Main St, Ste 20
Klamath Falls, OR 97601
jchastain@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 May 10, 2016, ten (10) calendar days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM

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 Board of Commissioner and Information Technology Department'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 Purchase of Goods or Services contract 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:

Vendor Qualifications	10	
Technical Solution Fit	25	(25 additional based on optional demo)*
Functional Fit	45	
Implementation Plan and Services	10	
Cost	10	
Total		

*Vendors may be required to provide detailed demonstrations of proposed system. Vendors may be required to make presentations or provide written clarifications of their responses at the request of the RFP Committee.

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 2.22.

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-
KLAMATH COUNTY
CONTRACT FOR PURCHASE OF GOODS OR SERVICES**

PARTIES: KLAMATH COUNTY ("County"); and

("Contractor")

DATE: _____

1. **Services to be Provided:** Contractor shall provide, or cause to be provided, as an Independent Contractor and not as an agent of the County, Microsoft Windows™ based public safety software system for the purpose of replacing current computer aided dispatch (CAD), mobile, and records management systems used by the Klamath County Sheriff's Office, as specified in "Exhibit A" (Proposal), attached to and hereby made a part of this contract.
2. **Term of the Contract:** This Contract shall be in effect from signature date through completion of the project but no later than _____, unless terminated prior to that date pursuant to Section 14, "Termination", of this Contract.
3. **Compensation:** For services provided under this Contract, the Contractor shall be compensated in an amount not to exceed \$_____.
4. **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:
 5. Social Security Number (SSN);
 6. Address Validation;
 7. Credit History, Criminal History, Court Records; and
 8. 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.

5. GENERAL TERMS AND CONDITIONS.

a. REPRESENTATIONS AND WARRANTIES.

- i. All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to the Goods delivered under this Contract. Contractor represents and further warrants that:
 - Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;
 - Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession;

- Contractor is and shall be, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services; and
 - When used as authorized by this Contract, no Work Product infringes nor will Department's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.
- ii. The warranties specified in this section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and shall be interpreted broadly to give Department the greatest warranty protection available.

5. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

- 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.
- e. Contract shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:
- f. 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.
- g. It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual; with respect to compensation, 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.

6. AMENDMENTS. This Contract and 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.

- i. This Contract supersedes and cancels any prior contract between the parties hereto for similar services.

7. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

8. FORCE MAJEURE.

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

9. STATUS. Contractor is hereby engaged as an independent contractor as defined in ORS 670.600 and will be so deemed for purposes of the following:

- i. Contractor shall be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- ii. 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.
- iii. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to Contractor are overtime pay; vacation, holiday and sick leave and other leaves with pay; tenure; medical and dental coverage; life and disability insurance; or Social Security, Worker's Compensation, unemployment compensation, or retirement benefits.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, 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 Contractor or its agents or employees.

11. EVENTS OF BREACH.

i. Breach by Contractor - Contractor breaches this Contract if:

- Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice; or
- Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice.
- Contractor is in breach or default in any other contracts or agreements with the County.

ii. Breach by County - County breaches this Contract if:

- County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice; or
- County commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and County fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice.

12. REMEDIES.

- i. County's Remedies. If Contractor is in breach, then in addition to the remedies afforded elsewhere in this Contract, County shall be entitled to recover for 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. County may, at Department's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:
- Termination of this Contract;
 - Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
 - Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
 - Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to County's setoff right, without penalty.
 - These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section K.
- ii. Contractor's Remedies. If County is in breach of contract, Contractor's sole remedy is one of the following, as applicable:
- For Services compensable on an hourly basis, a claim against County for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Department less any claims County has against Contractor.
 - For deliverable-based Services, a claim against County for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Department, less previous amounts paid and any claims County has against Contractor.
 - If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor, Contractor shall pay the excess amount to County immediately upon written demand.

13. ATTORNEYS' FEES. Neither County nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

14. TERMINATION.

- i. This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.
- ii. The County reserves the right to terminate this Contract upon ten (10) days notice should the Contractor fail to comply with the provisions of the Insurance section of this Contract.
- iii. The County reserves the right to immediately terminate this Contract upon loss of licensure of Contractor.
- iv. The County reserves the right to terminate this Contract with twenty-four (24) hours notice should the County find the Contractor has failed to provide the agreed upon services in keeping with the conditions of this contract, or relevant law, rule or regulation or has performed in a manner determined to have violated the civil rights of, or otherwise caused harm to, any individual serviced under this contract.

15. ACCESS TO RECORDS. Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Contract termination or full performance, the period required by applicable law following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, Contractor shall permit County, its duly authorized representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

16. **NOTICES.** Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by registered or certified mail, addressed to County or Contractor at the address set forth below, or to either party in any other manner prescribed by law.
17. **GOVERNING LAW.** The Contract is governed by and construed in accordance with the laws of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs the Goods sold under this Contract.
18. **SUBCONTRACTS.** Contractor shall not enter into any subcontracts for any services required under this Contract without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract provisions to ensure that Department will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
19. **THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Department is an intended beneficiary of the terms of this Contract.
20. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 this Contract did not contain the particular provision held to be invalid.
21. **INTEGRATION AND MERGER.** This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.
22. **AMENDMENTS.** This Contract may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Contract shall bind either party unless in writing and signed by County and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
23. **STANDARDS OF PERFORMANCE.** Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the County is purchasing.
- i. Upon Contractors failure to perform scope of work or meet performance standards required by this contract, County reserves the right to individually or in combination:
- Reduction or withholding of payment;
 - Right to require Contractor perform additional work necessary to perform statement of work or meet performance standards
 - Declare contract to be in default,
 - Terminate the contract
 - Seek damages and other relief available under this contract or applicable law.
24. **HIPPA COMPLIANCE.**
- i. If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

- ii. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 407-014-0000 et. Seq., or County policy, Section 900." HIPAA Policy" of the Klamath County Human Resources Policy & Procedures Manual, if done by County. A copy of the most recent Klamath County Human Resources Policy & Procedures Manual is available through the Human Resources Department at 305 Main Street, Klamath Falls, Oregon 97601.

25. INSURANCE REQUIREMENTS.

- i. Prior to the start of any work covered by this Contract, 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 subcontractors, 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 minimums limits specified by this Contract document.
- ii. Contractor shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverages required under section 1 of this Contract prior to the commencement of any work. All insurance policies must contain a provision that states that no coverage will be cancelled non-renewed, or restrictive endorsements added without thirty (30) days prior written notice to Klamath County.
 - Public Contracts:** This type of contract is used for the purchase of goods and services such as landscaping, light construction (building a fence), a new copier etc.
 - a. Contracts should have the following:
 - General Liability
 - o Each Occurrence \$2,000,000
 - o Aggregate \$4,000,000
 - o Operations \$2,000,000
 - Products and Completed
 - o Personal/Advertising Injury \$2,000,000
 - Auto Liability
 - o Combined Single \$2,000,000
 - Workers' Compensation
 - o Statutory Limits
 - o Employers Liability
 - \$1,000,000
- iii. 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 insured endorsement shall be a CG2010 \1985 edition or its equivalent.
- iv. 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 the project covered by this contract.
- v. 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.

26. CONFLICT OF INTEREST.

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

Contractor:
Purpose:

CONTRACTOR:

Contractor
Address
Klamath Falls, OR 97603
Phone: (541) ***-****

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
Klamath County Counsel