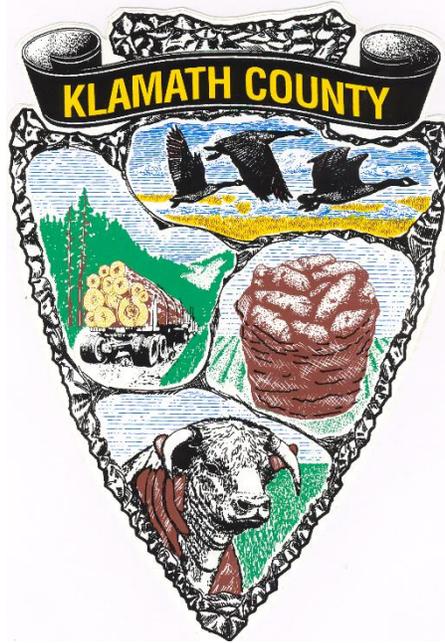


Klamath County, Oregon



REQUEST FOR PROPOSALS
TO PROVIDE A NEW,
MOBILE-FRIENDLY WEBSITE

Administered by the
Klamath County Information Technology Department

Date Issued: August 2, 2016
Issued By: Klamath County
305 Main Street
Klamath Falls, Oregon 97601
Contact: Leslie Barlow-Hunter
Contract and Risk Manager
541-851-3693
Bids due: 2:00 pm, September 2, 2016

ONLY PROPOSALS 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 Board of Commissioners and the Klamath County Information Technology Department invite electronically submitted proposals from organizations qualified to provide a new, mobile-friendly website. The primary goal is to arm non-technical business users with a solution to manage how content appears on a company's website. The solution should consider the following needs:

- A contemporary and welcoming appearance consistent with our existing site design and branding
- Intuitive navigation
- Uniform formatting throughout
- Ease of use for constituents
- Improved community access to public records
- Integrated primary site with sub-sites maintained by other vendors
- Multilingual support
- Ability to be driven by structured data
- Availability of government related add-ons, modules, or custom development.

1.1.2. In order to ensure consideration, proper identification and handling, the Proposal must be clearly marked:

NEW, MOBILE FRIENDLY WEBSITE

1.1.3. 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	August 2, 2016
Written Questions	August 18, 2016 @ 2pm
RFP Closing	September 2, 2016 @ 2pm
Proposal Opening	September 2, 2016
Review and scoring	September 6, 2016
Issuance of Notice of Intent to Award (approx.)	September 13, 2016
Award Protests (approx.)	September 19, 2016 @ 5pm
Contract Award (approx.)	September 20, 2016

1.3. DEFINITIONS

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

1.3.1.1. "County" means Klamath County.

1.3.1.2. "RFP" means this Request for Proposals.

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

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

1.4. SCOPE OF WORK

Klamath County hereby requests proposals from professional organizations that are qualified to provide website redesign and implementation utilizing an Enterprise-Grade Web Content Management System.

1.4.1. Purpose. Klamath County is seeking proposals from professional organizations that are qualified to provide website redesign and implementation utilizing an Enterprise-Grade Web Content Management System. Upon receipt and subsequent evaluation of proposals, the RFP committee may invite the responding organizations to make presentations to the County.

1.4.2. Issuing Office. This Request for Proposal (“RFP”) is being issued by the Klamath County Board of Commissioners together with the Klamath County Information Technology Department.

1.4.3. Objective. The objective of the RFP is to identify a single qualified professional organization that can offer the highest quality services in as efficient and timely manner possible at the best value to Klamath County.

1.4.4. Services. A primary goal of the new website is to provide clear and easy access to agency information, such as job openings, procurement opportunities and ways to provide input to Klamath County.

1.4.4.1. Technical/Design Requirements:

- Website must be designed with an Enterprise-Grade Web Content Management System; integration with Azure AD authentication desired, but not required.
- Clean, contemporary design with minimal scrolling (limited text and no horizontal scrolling on the home page)
- Intuitive navigation with a site structure that minimizes the number of clicks needed to reach desired pages
- Displays equally well in all browsers
- Incorporates responsive web design, allowing good functionality of the website from all devices/computers
- Training for key staff in updating and maintenance of the website, including added new pages and features.
- Ability for key text-based informational pages to be available in Spanish as well as English.
- Provide site analytics.
- With assistance/direction from County staff, vendor will migrate content from current websites into new system.

1.4.5. Work with Klamath County to provide a project plan shortly after project initiation. The plan should include personnel who will work on the project, detailed costs, hours estimate and a timeline. The successful firm will need to work with Klamath County in a collaborative, professional & timely manner.

1.4.6. Agree that all work performed for Klamath County becomes the property of the county. Any documented reuse fees for licensed materials shall be noted in writing by the agency during the procurement process. If no formal notification is made, it shall be understood that there will be unlimited use by Klamath County granted by the contracted agency, firm or the licensor.

1.4.7. Any sub-contractors must be pre-approved by Klamath County

1.4.8. Sample sites we like

a. Oregon Department of Forestry

<http://www.oregon.gov/ODF/pages/index.aspx>

b. Whatcom Transit Authority

<http://www.ridewta.com/>

c. City of Bellingham, Washington

<https://www.cob.org/>

d. Oregon Legislature

<https://www.oregonlegislature.gov/>

1.4.9. Assignability. The successful respondent cannot transfer any interest or provide for assignment of professional services contract with Klamath County either in whole or in part, without the expressed written consent of Klamath County.

1.4.10. Payment. Payment for services rendered will be based upon receipt of a detailed statement.

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

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 “**NEW, MOBILE FRIENDLY WEBSITE**” at lbarlowhunter@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:

2.5.4. Organization Information

2.5.5. Provide a brief history of your organization.

2.5.5.1. Describe your organization's experience with providing public facing websites and intranets utilizing Microsoft Office 365 SharePoint Online, and Microsoft Azure.

2.5.6. Provide a description of your firm's approach to website design including:

- Firm's ability to undertake this engagement
- An overview of your development process
- Information and support required of Klamath County staff
- Proposed communications with Klamath County

2.5.7. Qualifications of Staff Assigned to this Project:

- Qualifications and experience of staff assigned to the work as it relates to scope of work.
- Include resumes for key personnel providing services.
- Identify the roles and tasks these personnel will perform.
- When principals are unavailable, describe how your firm will respond to our needs? For example, if primary staff is unavailable and an immediate answer is required, who would we contact?
- Describe your resource availability and coverage to provide uninterrupted support and progress

2.5.8. Understanding of Requirements:

- Demonstrate your understanding of Klamath County's needs and scope of service.
- Describe how you would approach delivery of the scope of services.
- Demonstrate ability to integrate primary site with sub-sites maintained by other vendors

2.5.9. Provide a sample project plan including milestones and durations in SharePoint Online environment

2.5.10. Client References:

- Provide reference information for at least 3 clients from the last 3 years.

2.5.11. Provide rate schedule for project principals

2.5.12. Timeline and Fees

2.5.13. Identify your organization's proposed fees for the "scope of services." Include any build-out and non-recurring costs as well as detailed monthly recurring costs.

2.5.14. Provide a specific timeline for delivery of all services to all sites.

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 lbarlow-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 "**WEBSITE REDESIGN**" delivered to Leslie Barlow-Hunter, Contract and Risk Manager, at lbarlow-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, August 18, 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:
Kevin Aleshire
316 Main St, Ste 20
Klamath Falls, OR 97601
kaleshire@klamathcounty.org
- 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 August 22, 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 August 23, 2016, ten (10) calendar days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
NEW, MOBILE FRIENDLY WEBSITE

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:

Criteria	Total Possible Points
Cover Page	0
Level of experience with the features, applications, evaluation and implementation of websites for diverse entities	10
Demonstrated understanding of technologies used in the development, implementation and hosting of websites – including hardware, software, application development and graphic design	20
Ability to ensure adequate staffing throughout project execution and follow-up	20
Ease of use for non-technical users to manage content	20
Scheduling approach, cost, and services provided	10
Firm experience with deploying Government Website projects, perceived ability to deliver services, and input from references	10
Availability of government related features, add-ons, modules, or custom development options.	10

*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, website redesign and implementation utilizing Microsoft SharePoint Online and Microsoft Azure, 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:
 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.

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