

Proposal submissions will be accepted in
electronic form.

REQUEST
FOR
PROPOSALS

P25 Radio Engineering Services
FOR
DESCHUTES COUNTY 911, BEND, OREGON

PROPOSAL DUE DATE AND TIME:
12:00 pm October 9th, 2020

(NO. 2020-582)

COPY OF LEGAL ADVERTISEMENT



DESCHUTES COUNTY 911,
BEND, OREGON
REQUEST FOR PROPOSALS
(No. 2020-582)

Notice is hereby given that Deschutes County 911 will receive proposals per specifications until 12:00 pm., Friday, October 09, 2020 at Deschutes County 911 Service District 20355 Poe Sholes Drive, Bend, Oregon 97703 for:

P25 Radio Engineering Services for Deschutes County 9-1-1's P25 Radio Coverage Enhancement Project

The contract will be for a one-year period, with the option to renew for up to a total of three years. The expected start date will be October 20, 2020.

A copy of the Request for Proposal documents may be obtained by request to:
Kim Morse, Administrative Supervisor
kimberly.morse@deschutes.org
541-322-6102

Proposals must be submitted as outlined in the proposal documents. Proposals will not be read aloud, but will be opened in the lobby of 20355 Poe Sholes Drive, Bend, Oregon 97703 at 12:01pm on Friday, October 09, 2020.

Deschutes County 911 may reject any Proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and Deschutes County 911 may reject for good cause any and all proposals upon its sole determination that it is in the public interest to do so.

In accordance with Title II of the Americans With Disabilities Act of 1990 ("ADA"), anyone who requires an alternative format, auxiliary aid or service for effective review of this document should contact the ADA Coordinator at (541) 388-6584 or his/her designee at (541) 617-4747.

Dated this 18th day of September, 2020.

Published: DAILY JOURNAL OF COMMERCE

INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to proposals to provide electronic monitoring services as described in this solicitation.

1) ELECTRONIC COPIES

Electronic copies of the solicitation documents can be accessed via BidNet Direct through the DC911 webpage: <https://www.deschutes.org/911>

- a) All addenda will be provided electronically to anyone who requests a copy of the original solicitation.

2) PRECEDENCE OF PROPOSAL DOCUMENTS

- a) The order of precedence of documents is as follows:
 - i) Standard Contract Terms & Conditions
 - ii) Specifications/Scope of Work

3) COPIES OF PROPOSAL DOCUMENTS

- a) Documents obtained from sources (such as directly from other contractors) other than Deschutes County 911 Service District are not valid proposal documents. It is the proposer's responsibility to request proposal materials and to monitor the email address used to request proposal materials in order to receive notification of all addenda as well as additional relevant information.

4) LAWS AND REGULATIONS

- a) The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to Deschutes County 911 in writing.
- b) All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

5) COOPERATIVE PURCHASING

- a) As applicable, pursuant to the intent of Oregon Revised Statutes, Chapter 279A.200, any publicly funded City, County, district, agency or similar entity shall have the authority to purchase specified goods/services directly from contractor under the terms and conditions of this contract.
- b) Where specifically indicated, the proposer agrees to extend identical pricing and services to other public agencies for the same terms.

- c) Each contracting agency will execute a separate contract with the successful proposer for its requirements. Any ordering and billing shall take place directly between the proposer and such other entity.
- d) Any proposer, by written disclosure within or as an addendum to its response to this RFP, and by no later than the time of the proposal due date and time, may decline to extend the prices, services and terms of this proposal to any, and/or all other public agencies.

6) RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract. Deschutes County 911 prefers materials or supplies manufactured from recycled materials if the recycled product is available.

7) SPECIFICATION PROTEST PROCESS

- a) Delivery: A proposer must deliver a protest of specifications to Deschutes County 911 in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest Proposal#: 2020-582
Deschutes County 911 Service District ATTN: Kim Morse
20355 Poe Sholes Drive
Bend, Oregon 97703

- b) Content: A proposer's written protest must include:
 - i) A detailed statement of the legal and factual grounds for the protest;
 - ii) description of the resulting prejudice to the proposer; and
 - iii) A statement of the form of relief requested or any proposed changes to the specifications.
- c) Deschutes County 911 Response: Deschutes County 911 may reject without consideration a proposer's protest after the deadline established for submitting protest. Deschutes County 911 shall provide notice to the applicable proposer if it entirely rejects a protest. If Deschutes County 911 agrees with the proposer's protest, in whole or in part, Deschutes County 911 shall either issue an addendum reflecting its determination or cancel the solicitation.
- d) Extension of Closing: If Deschutes County 911 receives a written protest from a proposer in accordance with this rule, Deschutes County 911 may extend closing if it determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.
- e) Judicial review of Deschutes County 911's decision relating to a specification protest shall be in accordance with ORS 279B.405.

8) PROPRIETARY INFORMATION

- a) Deschutes County 911 is subject to the Oregon Public Records Law (ORS 192.311 to 192.338), which requires 911 to disclose all records generated or received in the transaction of 911 business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345(15)). Deschutes County 911 will endeavor not to disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
- b) The entire proposal cannot be marked confidential, nor, shall any pricing be marked confidential.
- c) All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:
 - i) The cover page of the confidential documents must be red, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure.”
 - ii) It shall be clearly marked in bulk and on each page of the confidential document.
 - iii) It shall be kept separate from the other proposal documents in a separate envelope or package.
 - iv) Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
 - v) Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
 - vi) This statement shall be inserted in the place where the requested information was to have been placed.
- d) Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria in 8.c above.
- e) Notwithstanding the above procedures, Deschutes County 911 reserves the right to disclose information that it determines, in its sole discretion, is not exempt from disclosure or that 911 is directed to disclose by County Legal, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, Deschutes County 911 will notify the Proposer. If the Proposer disagrees with 911’s decision, 911 may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

9) RECEIPT OF PROPOSALS

- a) All proposals must be in a sealed envelope or appropriate packaging and addressed to Deschutes County 911 Service District at the address below. The name and address of the proposer should appear on the outside of the envelope. The outside lower left-hand corner

should state the RFP title and number and the RFP due date and time.

- b) The proposal can be mailed or delivered to:
 - Deschutes County 911 Service District
 - C/O Kim Morse
 - 20355 Poe Sholes Drive
 - Bend, OR 97703
- c) Due to Covid-19 and the challenges around travel, Deschutes County 911 has elected to provide for an electronic submission option using BidNet Direct. BidNet will provide a central repository for all RFP documentation, solicitation questions and answers, addendums, and electronic proposal submission.
- d) It is the sole responsibility of the proposer to insure proposals are received at the location above by the due date and time. Late deliveries due to weather, courier, or other delivery related issues will not be accepted by Deschutes County 911.

10) PHONE PROPOSALS, LATE PROPOSALS, OR MODIFICATIONS

- a) Late proposals or modifications of proposals will be handled in the following manner:
 - i) It is the sole responsibility of the proposer to ensure receipt of proposals by Deschutes County 911 at the specified time and location. Proposals received after this time will not be considered and will be returned unopened.
- b) Any modification of a proposal is subject to the same conditions set forth in 10.a.i above.
- c) Phone proposals will not be accepted.

11) CERTIFICATION AND CONTRACT OFFER

- a) An individual of the company who is authorized to legally obligate the company must sign the certification and contract offer in ink before an award will be made.
- b) A proposal will not be considered for official award where the certification has been omitted, modified or not properly signed prior to presentation by 911 staff to the appropriate contract authorizing official or body.

12) PERIOD PROPOSAL SHALL REMAIN VALID

- a) All proposals shall remain firm for a period of 90 calendar-days after date specified for receipt of proposals.

13) OWNERSHIP AND USE OF DOCUMENTS

- a) All documents submitted to Deschutes County 911 shall become public records, subject to disclosure, unless otherwise protected pursuant to the Oregon Public Records Law.

14) ACCEPTANCE, REJECTIONS OR CANCELLATION OF AWARD

- a) Deschutes County 911 reserves the unconditional right to accept or reject any or all proposals received in response to this RFP and to negotiate with any qualified proposer(s) for all or part of the requested goods and services. All proposals become the property of Deschutes County 911. In no event shall 911 have liability for acceptance or rejection of any proposal.
- b) This RFP does not commit Deschutes County 911 to award a contract or to pay any costs incurred by companies responding. Deschutes County 911 reserves the unconditional right to cancel award of this contract at any time before execution of the contract if cancellation is deemed by 911, in its sole discretion, to be in 911's best interests. In no event shall Deschutes County 911 have any liability for the cancellation of the award. All costs of the proposal process, interviews, contract negotiations, and related expenses are the responsibility of the proposer.
- c) Acceptance of a proposal is subject to budget approval, appropriation and budgetary constraints.

15) RIGHTS OF BOARD OF COMMISSIONERS

- a) The Board of Commissioners of Deschutes County, as the Governing Body for Deschutes County 911 Service District (or its designee) expressly reserves the following rights:
 - i) To waive irregularities in the proposals submitted.
 - ii) To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.
 - iii) To base awards with due regard to quality of services, experience, compliance with specifications, proposal response, and other such factors as necessary in the circumstances.
 - iv) To make the award to any proposer whose proposal, in the opinion of management and the Board, is in the best interest of 911.
 - v) To negotiate contract terms and conditions.

16) QUALIFICATIONS/INVESTIGATION OF REFERENCES

- a) Qualifications of proposers will be evaluated when determining the award. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- b) Deschutes County 911 reserves the right to investigate references and to consider the past performance of any proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the proposer.

17) AWARD RECOMMENDATION

- a) The Notice of Intent to Award will be sent to each Proposer at least seven (7) days before the award of the contract. See Section 19 of this section for protest of award.
- b) A decision by the appropriate contract authorizing official or body to award the contract shall constitute the final decision of Deschutes County 911 to award the

contract.

18) INSPECTION OF PROPOSALS

- a) Subject to the provisions of the Oregon Public Records Law, and as further addressed in this RFP document, all proposals received will be available for public inspection after the Notice of Intent to Award has been distributed. Public inspection of hard copy files is by appointment only. If possible, proposals will be provided via an electronic link.
- b) Copies of material from proposal files and which is subject to disclosure may be obtained from the Deschutes County 911 upon payment of a charges based upon the current Deschutes County 911 Fee Schedule.
- c) Prepayment is required with regard to any public records request.

19) PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD

- a) The award by the Deschutes County Board of Commissioners, as the Governing Body for Deschutes County 911 Service District (or designee) of the contract shall constitute a final decision of Deschutes County 911 to award the contract if no written protest of the award is filed. A proposer may protest the award of a contract, or the Intent to Award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410 (1) are satisfied. A proposer must file a timely written protest with Deschutes County 911, directed to County Legal, Attention David Doyle, at david.doyle@deschutes.org, and exhaust all administrative remedies before seeking judicial review of 911's contract award decision.
- b) Delivery. A proposer must deliver a written protest (paper delivery or email transmission) to Deschutes County 911, directed to County Legal, Attention David Doyle, at david.doyle@deschutes.org within seven (7) days after issuance of the Notice of Intent to Award the contract.
- c) Content of Protest. A proposer's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410 (2). Proposer may not protest the content of specifications in an award protest. Proposers may protest only deviations from laws rules, regulations, or procedures including procedures set out in this RFP. Disagreement with the scoring by the Selection Committee is not a basis for protest. Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based.
- d) 911 Response. Deschutes County 911 shall not consider a proposer's contract award protest submitted after the timeline established for submitting such protest. If the solicitation is not otherwise cancelled, 911 shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410 (4). If 911 upholds the protest, in whole or in part, 911 may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation. Deschutes County 911 shall not consider any protest against award based on the content of specifications.

- e) Judicial Review. Judicial review of 911’s decision relating to a contract award protest shall be in accordance with ORS 279B.415.

20) NEGOTIATION WITH AWARDED CONTRACTOR(S)

- a) Deschutes County 911 reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of 911.

21) CONTRACTOR’S RESPONSIBILITY

- a) It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the contractor’s liability, or status as independent contractor, and contractor will remain responsible for the cost of all permits unless otherwise specified.
- b) Contractor agrees to meet the highest standards prevalent in the industry or business most closely related to the goods or services of this proposal.

22) PROPOSED TIMELINES

- a)

DATE	ACTIVITY
September 18, 2020	Date of Legal Advertisement
Seven (7) calendar days before proposal due date	Submit Protest to Specifications
Seven (7) calendar days before proposal due date; before 5 p.m. (PST)	Last Day to Submit Questions
12:00 PM October 9, 2020	Proposal Due Date
October 12 – October 13, 2020	Evaluation Process
Seven (7) calendar days before award of contract	Notice of Intent to Award
October 20, 2020	Potential Contract Start Date

- b) Deschutes County 911 reserves the right to modify this schedule at its sole discretion. Proper notification of changes to the due date will be made to all parties that have received the proposal.

23) CONTACT PERSON

- a) Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Kimberly Morse

E-mail: kimberly.morse@deschutes.org
 Fax: (541-382-5767)

24) INTERPRETATIONS AND ADDENDA

- a) If necessary, interpretations or clarifications in response to questions will be issued by addenda. Questions received less than seven (7) business days before the proposal due date may not be answered unless 911 determines, in its sole discretion that it is in its best interests to do so. Oral and other interpretations or clarifications will be without legal effect.
- b) Any amendment(s) to or error(s) in the RFP called to the attention of 911 will be added to or corrected by written addendum. Deschutes County 911 may also issue addenda to modify the proposal documents, as it deems advisable.
- c) Receipt of addenda must be acknowledged on the certification and contract offer form.

25) RESPONSE FORMAT

- a) There should be no unnecessary attachments or exhibits.
- b) The proposer must provide a clear and concise description of services and strategies as it relates to the Scope of Work, herein. The response should be numbered to coincide with the task numbers specified in the Scope of Work, herein.
- c) Proposers must provide 3 references of customers whose scope or scenario is similar to that of DC911 and the Scope of Work provided.
- d) Proposals should be submitted on recyclable paper (post-consumer content). Submittals shall be double sided. Submittals shall be bound by staple, band or binder clip and shall consist of paper only. Submittals are not evaluated on the aesthetic of the package.
- e) Proposers are limited to 20 pages in total, unless a request is formally granted via addenda.

26) PROJECT BACKGROUND, PURPOSE, SCOPE OF WORK AND PROGRAM CRITERIA

a) Background

- i) Deschutes County encompasses 3,055 square miles located in the central portion of Oregon with over 160,000 residents. In the last several years, Deschutes County has been the fastest growing county in the state. Currently, there are more than 1,000 individuals employed by Deschutes County operating in facilities throughout the County.
- ii) Deschutes County is governed by three elected Board of County Commissioners (BOCC) who are responsible for establishing policies and setting priorities of the County. The County Administrator, Chief Administrator Officer of the County, oversees the administration, management and operations of most county departments, including county service districts such as Deschutes County 911.
- iii) Deschutes County 911 works in collaboration with the User Board, comprised of the Chiefs and command personnel of the respective public safety user agencies. This board serves as an advisory board responsible for ensuring consistency of operations for all public safety agencies in Central Oregon.
- iv) The Deschutes County 9-1-1 Service District owns and operates six P25 Phase 2 radio sites on a Harris P25 VIDA shared core, owned and managed by the State of Oregon. Three of the sites are configured as a simulcast cell servicing the City of Bend; one multi-cast site providing coverage for the City of Redmond; one multi-cast site providing coverage for the high lakes; and one multi-cast site providing coverage to the Santiam pass. As part of the agreement with the State of Oregon, the District has access to the state's sites in and around Deschutes County. These sites provide wide-area coverage for approximately 1,800 District users.
- v) To establish a strategic long-term radio enhancement plan, The Deschutes County 9-1-1 Service District conducted an audit of Delivered Audio Quality (DAQ) and Bit Error Rate (BER) testing data, as well as reviewed user-provided radio Helpdesk tickets. With that data, the District was able to identify areas of strong portable in-building coverage and areas that need enhancement. In 2019 the District engaged with an engineering firm to conduct an evaluation of the coverage provided by the existing District P25 sites and in conjunction with a list of candidate sites provided a radio propagation analysis. Through this evaluation, the need for potential enhancement options was identified.
- vi) The District has three primary goals for the radio enhancement plan. These goals are to increase reliable coverage to in-building portable radios within the geographic areas of the Cities of Bend and Redmond, to increase reliable coverage to outdoor portable radios within the entire geographic area of Deschutes County and to improve coverage in the West County and Camp Sherman Basin. This updated system could contain a combined simulcast cell of sites in Bend and Redmond.

b) Scope of Work

- i) Deschutes County 911 is seeking proposals from proposers from whom it may purchase services as described below:
- (1) Provide design, engineering and project management for the addition of one P25 trunked site in the City of Redmond and simulcast the new site with site at Cline Butte. Design/engineering will include all documents needed to complete the project. Work should include FCC licensing, frequency coordination report, additional RF coverage analysis, coordination with the RF integrity group at L3Harris, civil engineering, land use proposal, acceptance test plan and any other process needed to complete the project.
 - (2) Provide design, engineering and project management for the addition of one P25 site in the City of Bend added to the existing simulcast cell. Design/engineering will include all documents needed to complete the project. Work should include FCC licensing preparations, frequency coordination report, and additional RF coverage analysis, coordination with the RF integrity group at L3Harris, civil engineering, land use proposal, acceptance test plan and any other process needed to complete the project.
 - (3) Provide a feasibility report for simulcasting the Bend and Redmond simulcast cells into one cell.
 - (4) Provide a plan for improving coverage in the West County and Camp Sherman basin. Plan should include site recommendation, design, engineering and cost predictions to add a site to the existing system. Work should include FCC licensing, frequency coordination work, additional RF coverage analysis, coordination with L3Harris RF Integrity Group, acceptance test plan and any other process needed to complete this project.
 - (5) Provide a plan for adding an additional multi-cast site in the South County. Plan should include all design, engineering and cost predictions to add a site to the existing system. Work should include FCC licensing, frequency coordination work, RF coverage analysis, coordination with L3Harris, acceptance test plan and any other process needed to complete this project.
 - (6) Support 911 in negotiations with the LMR vendor. Provide expertise and oversight on technical attributes and feasibility of vendor contract.
 - (7) Represent 911 in discussions with the State of Oregon regarding technical implications of design and operation of the DC911 radio system in concert with the Statewide System.
 - (8) Provide onsite representation at BOCC meetings and User Board meetings, as necessary (Price as optional with the assumption that there will be 3-12 required trips).

27) PROPOSAL SUBMITTAL INSTRUCTIONS

- a) To be considered for this contract, each proposer must submit via BidNet Direct or physical delivery to DC911.
 - i) If submitting physical copies, bidders must submit four (4) copies of its complete proposal document, including one copy clearly marked as the original and an electronic copy in Adobe Acrobat (PDF) or Microsoft Word format with a separate folder for any sample or proprietary information. The electronic copy can be on a jump drive and included with the copies of the proposal response.
 - ii) Bidders that wish to submit electronically must do so through BidNet Direct. The link is published on the DC911 webpage at <https://www.deschutes.org/911>
- b) Proposals and materials received after the designated time and date will be returned unopened.
- c) Physical submission of proposals must be addressed and mailed or hand-delivered to:

Kim Morse
Deschutes County 911 Service District
20355 Poe Sholes Drive
Bend, Oregon 97703
kimberly.morse@deschutes.org and sara.crosswhite@deschutes.org

- d) Proposals will not be read aloud but will be opened at 8:01am, October 01, 2020 in the main lobby of Deschutes County 911 Service District.
- e) Each submittal shall contain the following. Failure to submit any of the required items may be grounds for rejection of the proposal:
 - i) **Cover Letter:** Briefly summarize the key points of the proposal. Identify who will be the principal consultant. The letter should be signed by the individual/s with authority to contractually bind the company during the evaluation and contract processes.
 - ii) **Technical Response to Statement of Work**
 - iii) **Signed Insurance Requirements Certification form**
 - iv) **References from 3 similarly scoped public safety projects.**
- f) Proposers' responses shall not exceed 20 pages. If additional pages are required, then the proposer must submit a request to 911 to modify the page limit requirement.

28) SCORING CRITERIA

Deschutes County 911 intends to select the vendor which provides the most value as evident in their proposal. The maximum points achievable for each section are outlined below:

Table 2.

CRITERIA	POINTS
Response to Statement of Work – clear understanding of the requests and a defined action plan.	40
References	40
Price	20
TOTAL POINTS	100

29) SELECTION PROCESS

- a) Staff from Deschutes County 911, Deschutes County Administrative Services and Critical Impact Solutions will review all proposals.
- b) After the above activity has occurred, a single vendor will be identified that is best able to provide the services to 911. Deschutes County 911 reserves the sole right to determine the best Proposal. A notice of intent to award will be published and a recommendation will be presented to the County Administrator or Board of Commissioners for their consideration.
- c) Deschutes County 911 reserves the right to check references on any qualified bidder.

30) AWARDED CONTRACT

- a) A copy of the standard personal service contract that Deschutes County 911 expects the successful vendor or individual to execute is provided in this document (see p. 15). The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Agencies taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

31) INSURANCE REQUIREMENT

- a) The insurance requirements for this contract are outlined in the sample Personal Services Contract included with this document (see p. 25). The proposer must agree to these terms or provide requested modifications.

32) TERM OF CONTRACT

- a) The term of the contract will be effective for the period through and including October 31, 2021
- b) The contract may be extended for a maximum term of three years.

33) CONTRACT ADMINISTRATION

- a) The designated Contract Administrator will be Sara Crosswhite, Deschutes County 911

RFP 2020-582: SAMPLE PERSONAL SERVICES CONTRACT

This Contract is between DESCHUTES COUNTY 911, a duly enacted and operating County Service District, (911) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on October 31, 2021, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, and 5.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.

NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

_____ Signature	_____ Title
_____ Name (please print)	_____ Date

DESCHUTES COUNTY 911 SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20____
_____, 20____

DESCHUTES COUNTY 911 _____
PATTI ADAIR, Chair, County Commissioner

Sara Crosswhite, Director ANTHONY DeBONE, Vice Chair, County Commissioner

PHILIP G. HENDERSON, County Commissioner

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following 911's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and 911 shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, 911 may require and Contractor shall provide any information which 911 deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of 911.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of 911 shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as 911 may deem necessary.
 - c. No approval by 911 of any assignment or transfer of interest shall be deemed to create any obligation of 911 to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that 911 may authorize shall contain all requirements of this contract, and unless otherwise specified by 911 the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. 911 and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:

- a. Mutual Consent. 911 and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. Party's Convenience. 911 or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. 911 may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by 911, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if 911 has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. 911, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from 911 specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as 911 may authorize.
 - 3) 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.
- e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by 911. Prior to such termination, the Contractor shall give to 911 written notice of the breach and intent to terminate.
 - 2) If 911 has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, 911 shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, 911 shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, 911 obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by 911.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by 911, then 911 shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and

- 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by 911, less previous amounts paid and any claim(s) that 911 has against Contractor.
- 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by 911 due to a breach by the Contractor, 911 may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, 911 may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to 911 for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to 911 upon demand.
- d. Neither 911 nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of 911 or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice 911's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. 911's remedies are cumulative to the extent the remedies are not inconsistent, and 911 may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless 911 expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to 911 all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon 911's request, Contractor shall surrender to anyone 911 designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:

- 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by 911;
- 2) comply with all applicable legal requirements;
- 3) comply with all programs, directives, and instructions of 911 relating to safety, storage of equipment or materials;
- 4) take all precautions necessary to protect the safety of all persons at or near 911 or Contractor's facilities, including employees of Contractor, 911 and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. 911 shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill 911 for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by 911 and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and 911 may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by 911.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with 911 for any purpose not directly connected with the administration of 911's or the Contractor's responsibilities under this Contract except upon written consent of 911, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to 911 and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

- f. Contractor shall cooperate with 911 in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with 911, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide 911 with periodic reports at the frequency and with the information prescribed by 911. Further, at any time, 911 has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. 911 and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. 911 shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) As applicable, at Contractor's expense, 911, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to 911.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of 911.

- a. 911 and Contractor intend that such Work Product be deemed "work made for hire" of which 911 shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to 911 all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as 911 may reasonably request in order to fully vest such rights in 911.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. 911 shall have no rights in any pre-existing work product of Contractor provided to 911 by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for 911 use only.

- f. If this Contract is terminated prior to completion, and 911 is not in default, 911, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to 911 an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on 911's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on 911's behalf and in the name of Deschutes County 911, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on 911's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:

<https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.

20. Partnership. 911 is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify 911 and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County 911 or any department or agency thereof, nor purport to act as legal representative of 911 or any of its departments or agencies without first receiving from the Deschutes County 911's legal counsel, in a form and manner determined appropriate by the legal counsel, authority to act as legal counsel for 911, nor shall Contractor settle any claim on behalf of 911 without the approval of the Deschutes County 911's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, 911 shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of 911 or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. 911's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

- 23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- a. Any claim, action, suit or proceeding (collectively, "Claim") between 911 and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
 - b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 24. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.
- 25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.
- 26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or 911 at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against 911, such facsimile transmission shall be confirmed by telephone notice to the Director.
 - c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

*


Fax No.

To 911:

Sara Crosswhite
 Director
 20355 Poe Sholes Drive
 Bend, Oregon 97703
 Fax No. 541-382-5767

- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to 911 that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) 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 to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County 911 may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 2
DESCHUTES COUNTY 911 SERVICES CONTRACT
Contract No. 20__-
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County 911.

Contractor Name _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against 911.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit Annual Aggregate limit

- | | |
|---|---|
| <input checked="" type="checkbox"/> \$1,000,000 | <input checked="" type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by 911 Not required by 911 (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident All Claimants Arising from Single Incident

- | | |
|---|---|
| <input checked="" type="checkbox"/> \$1,000,000 | <input checked="" type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of 911, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide 911 with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against 911, its officers, agents, or employees, and that Contractor shall indemnify 911 for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Deschutes County 911, its officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by 911 are maintained. Construction contracts may include

aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to 911 as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by 911 Not required by 911 (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by 911 Not required by 911 (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to 911 with the signed Contract. Contractor shall notify 911 in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to 911.

EXHIBIT 3
DESCHUTES COUNTY 911 SERVICES CONTRACT
Contract No. 20__ -
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

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

I certify under penalty of perjury that Contractor is a [check one]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
authorized to do business in the State of Oregon.		
_____ Signature	_____ Title	_____ Date

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

Contractor certifies under penalty of perjury that the following statements are true:	
1.	If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u>
2.	Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <u>and</u>
3.	All of the statements checked below are true.
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.	
___ A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
___ B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
___ C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
___ D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
___ E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature

Date

C. Representation and Warranties.

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

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

Contractor Signature

Date

EXHIBIT 4
DESCHUTES COUNTY 911 SERVICES CONTRACT
Contract No. 20__ -

Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with Deschutes County 911 Legal Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

Exhibit 5
DESCHUTES COUNTY 911 SERVICES CONTRACT
Contract No. 20__ -

Compliance with provisions, requirements of funding source and

Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

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

1. If Contractor is currently performing work for 911, the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of 911, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which 911 has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify 911 for any damages suffered by 911 as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date