



REQUEST FOR PROPOSALS

Website Redesign & Development

PROPOSALS DUE: OCTOBER 31, 2024, 2:00 PM PST

Deschutes County
1300 NW Wall St
Bend, Oregon 97703

**DESCHUTES COUNTY, OREGON
REQUEST FOR PROPOSALS**

Introduction

We are seeking a qualified firm to redesign our external public website and to transform our website into a dynamic, visually appealing platform that enhances user engagement and accessibility. We are looking for a website development partner who can deliver a modern, flexible solution that aligns with our organizational goals and user expectations. The project scope includes development of revised architecture, design, templates, and content migration and recommendations for new service-based functionality.

RFP packets are available on the Deschutes County website at: <https://www.deschutes.org/rfps>. Vendors intending to submit proposals must register on-line when retrieving the RFP packet. **Submittals are due by 2:00 pm PST on October 31, 2024.**

Inquiries pertaining to the RFP shall be directed to Heather Herauf, Procurement Manager, in writing at Heather.Herauf@deschutes.org.

PUBLISHED:
DAILY JOURNAL OF COMMERCE: October 2, 2024

SECTION 1: BACKGROUND

Deschutes County is a local county government agency located in central Oregon. Deschutes County serves a local population of more than 210,000 residents with a combined agency staff of more than 1,200 employees. Business operations range across community development, public safety, public and behavioral health services, assessment & taxation, public landfill, elections and many more.

SECTION 2: SCOPE OF WORK

PROJECT DESCRIPTION

Deschutes County is seeking a qualified firm to redesign its external public website, transforming our website into a dynamic, visually appealing platform that enhances user engagement and accessibility. We are looking for a website development partner who can deliver a modern, flexible solution that aligns with our organizational goals and user expectations. The project scope includes development of revised architecture, design, templates, and content migration and recommendations for new service-based functionality.

CURRENT WEBSITE ENVIRONMENT

Deschutes County's website currently has more than 1,000 pages and warrants an assessment to understand overall page count for migration. The website was last upgraded in 2015. There are more than 80 website editors who have permissions to edit web pages.

The website is currently using the CivicPlus platform Drupal 7.96 and is hosted by CivicPlus. Additional detail is available upon request.

STRATEGIC CONSIDERATIONS

Key Challenges:

- **Limited Functionality and Design Options:**
 - The current platform restricts interactive features like drop-down menus, carousels, and search bars.
 - Custom formatting and layout flexibility are minimal.
 - Lack of modernization and flexibility makes navigation cumbersome and content management inefficient.
 - Lack of detailed scheduling options for press releases and announcements.
- **Document/Asset Management**
 - Inability to logically organize documents and granularize permissions by folders or individual files.
 - Inability to re-use pictures/files across multiple pages.
- **Visual and Content Integration:**
 - Inability to embed multimedia content seamlessly; users are confined to text-heavy pages.
 - Difficulty in updating and organizing visual and video content.

- **User Experience:**
 - Current design lacks user-friendly navigation.

Desired Enhancements:

- **Enhanced Visual and Multimedia Capabilities:**
 - Ability to embed and showcase graphic and video content effectively, while maintaining uniform site brand elements and standards.
 - Implementing modern design elements such as customizable headers and banners.
 - Store and render videos via an embedded player.
 - Desire the ability to show/geolocate more than one map on a page
 - Enhanced flexibility in layout and content presentation.
 - CMS should allow editors ability to search for available media on CMS.
- **Improved Navigation and Functionality:**
 - User-centric navigation.
 - Integration of intuitive navigation options including drop-down menus and robust search functionality. Optimize content (i.e., robust standardized metadata for searchable projects).
 - Ability to allow/deny pages from being cataloged in searches, pages to be ranked higher in search results, and crawl external resources (e.g. Laserfiche public records center).
 - Need ability for specific editors to easily manage and maintain Main Site navigation without the need for understanding code, or risk breaking code.
 - It should be easy to copy/paste text and images.
 - CMS should be able to import from Word and Excel documents.
- **Content Management and Updates:**
 - Provide an easy-to-use CMS that allows staff to update and manage website content without technical expertise.
 - Simplified document and calendar integration for easier updates and event visibility.
 - Calendar function should support ease of use on the backend, allowing for novice users to add events, make edits, and remove events with ease.
 - Improved alert and notification systems for critical updates such as elections and public health information.
 - Easy to use forms for collecting data with anti-spam functionality from any page.
- **Social Media and Engagement Features:**
 - Seamless integration with social media platforms for real-time updates and interaction.
 - Enhanced scheduling and distribution capabilities for press releases and announcements.
 - Online calendar must offer downloadable options so users can import entries into personal calendars.
 - Online calendar should also be filterable based on user interest and visually appealing.
 - Functionality to allow users to sign up for subscription-based e-newsletters, RFP announcements and calendar entries.

- **Be Mobile-Friendly**
 - In both design and experience, the County seeks to move beyond just a responsive design and looks to be mobile-friendly.
 - Ability to perform basic edits on site from a mobile device.

- **Updated Aesthetic**
 - The County seeks an updated aesthetic that accurately reflects organizational brand standards and a strong sense of place.

- **Backend Performance**
 - Enhanced permissions to allow the ability for granularizing individual editor rights to allow/prevent changes across the platform.
 - Need ability for specific editors (Role) to easily perform page (including homepage) changes including future rotating banners, image assets, links, and other functionality.
 - Ability to provide basic site and page analytics.
 - Link, spell check, compliance checks before publishing pages.
 - Basic reporting on such things as total pages on site, unused pages, unpublished pages, non-compliant pages, etc.
 - Ability for editors to easily arrange modules, objects, images and more.
 - Ability to modify all Meta Tag information.
 - Ability to insert custom scripting to manipulate page behavior by role.
 - Ability for administrators to modify site Style Sheets (CSS) and override individual page styles.
 - Redirect and short link management for internal and external redirects with the ability to see how many times a redirect or link has been used and/or in use.
 - Functionality for staff to be alerted when content needs to be updated or is expired.
 - AI for chatbot.

ASPIRATIONAL SITES

- City of San Jose
- King County
- City of Eugene

ADDITIONAL REQUIREMENTS

- **Accessibility:** The templates and homepage must follow WCAG 2.1 standards (Minimum Level AA) and Section 508 Compliance.
 - Site should be accessible.
 - The final design must comply with all requirements of Web Content Accessibility Guidelines, WCAG 2.1 (Minimum Level AA).
 - The site will support W3C standards as much as technology will allow, so long as it does not reduce the active functionality of the site to our supported users.
 - Third-party applications or plugins used on the website (e.g., webforms, visualization tools, reservation systems, video players, etc.) must comply with all requirements of WCAG 2.1 (Minimum Level AA conformance).

- **Integration of Third-Party Sites and Services**
 - Municode Meetings (CivicClerk)
 - Municode
 - LaserFiche
 - GIS
 - Payment Processing
 - NeoGov
- **Active Directory Integration.** County users need to sign-on using their active directory information with single sign-on capability.
- **Technical / Customer Support**
- **Hosted by Vendor**
- **Scalability and Performance** – Ensure that the website can handle increased traffic and usage during peak times without performance issues and is scalable to accommodate future growth and evolving needs.
- **Search Functionality** – Robust search capabilities to help users quickly find relevant information and services.
- **Language** – The County desires translation functionality.
- **Regular Updates and Maintenance** – Commit to providing regular software updates, security patches and maintenance to keep the website current and secure.
- **Disaster Recovery and Backup** – Implement data backup and disaster recovery plans to safeguard information in case of emergencies.
- **Legal Compliance** – Ensure the website complies with relevant legal requirements such as data privacy regulations and records retention policies.
- **Website Integrity** – Check website daily for spelling errors, broken links, accessibility, SEO, etc.

1. WORK SCOPE AND DELIVERABLES

The deliverables of this project include the following elements required to launch a new website for the transition to www.deschutescounty.gov. The County seeks to be more user-driven and desires to continue improving its online services by using integrated technology based on identified user goals. The contractor is asked to propose attainable areas for improvements, during the redesign and prioritized recommendations for future enhancements that could be awarded as a separate contract.

The anticipated work scope includes:

1. Goal-defining workshop
2. Creative brief
3. Content audit

4. Design
5. Development
6. Content revisions/recommendations of top identified pages
7. Analytics integration
8. Migration / new content creation
9. Quality assurance
10. Launch
11. Training and documentation
12. Support

Potential add-on alternates include:

1. Community user research
2. Community user testing

PROJECT DELIVERABLES

The following is a list of existing and/or potential features, functionality, and integrations. Recommendations to any of these are welcome. This list is in no order of priority:

- **Templates.** Based on our website, the County anticipates needing 10 custom templates to create a consistent layout and provide departments/offices design flexibility.
- **Document Management.** The County needs the ability to replace and update document files without needing to reconnect links.
- **Calendar.** The County has multiple venues and a range of events. Departments want and need the ability to add page-specific calendars.
- **Alerts.** The County desires to have the ability to provide page-specific alerts as well as a global website alert.
- **Forms.** The County needs forms capable of conditional logic and custom submission messages. Forms need anti-spam functionality by default (reCaptcha or better). We desire the ability to include or remove webforms from any page.
- **News.** News articles should be able to include date, blurb, multimedia and related articles.
- **Content Migration.** Automated migration from old platform to new platform with minimal manual labor.
- **Security.** Offer strong security features.

Deliverables – Preferred, but not required:

Editorial Reminders. To ease management content, the ability to set reminder notifications for pages and documents is desired.

Web-Based Customer Service Chat: Implement a web-based customer service chat feature that allows users to receive real-time assistance and support. Provide options for users to escalate issues to human support as needed.

Online Payment Module. The contractor is asked to provide information on any potential online payment options.

Web-Based Mobile App. The contractor is asked to provide recommendations on possible app capabilities and needs.

SECTION 3: PROPOSAL PREPARATION, SCHEDULE, CRITERIA AND REVIEW

All questions shall be made in writing via email to Heather Herauf, Procurement Manager at Heather.Herauf@deschutes.org by **5:00 p.m. PST on October 24, 2024**. Fax or phone requests for information will not be accepted. Responses to questions will be made in writing as soon as practical and no later than 10 days before the proposal due date.

The RFP packet and addenda for this project may be found at: <https://www.deschutes.org/rfps>

IMPORTANT: Prospective proposers downloading/accessing website-posted solicitation documents, including this Request for Proposals and other related documents MUST complete and submit the Contact Information Form provided on the County's Bids/RFPs website (www.deschutes.org/rfps), to receive follow-up documents (addenda, response to questions, clarifications, etc.). Failure to provide contact information will result in proposer disqualification.

Proposals must be received by Deschutes County no later than **2:00 p.m. PST on October 31, 2024**. **Proposals received after the deadline will not be considered.**

The County anticipates the following schedule for the project:

RFP Advertisement:	October 2, 2024
RFP Questions Due:	October 24, 2024
Proposal Due Date:	October 31, 2024
RFP Review completed:	November 19, 2024
Interviews (if held):	December 5-13, 2024
Notice of Intent to Award:	December 18, 2024
Contract start:	February 15, 2025

Proposers are responsible for reading and understanding all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their proposals. To be responsive, proposals must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the Request for Proposals.

The Proposal will be evaluated on the completeness and quality of content. Only those vendors who supply complete information as required in the Evaluation Criteria below will be considered for evaluation. Deschutes County reserves the right to reject any or all responses to this Request for Proposals for any lawful reason or for no reason. No proposals will be considered that fail to

contain the required information. There will be no changes to the content of this Request for Proposals except by written notification to the proposers who respond in accordance with the criteria herein.

Deschutes County reserves the right to:

- Cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.
- Not award a contract for the requested services.
- Waive any irregularities or informalities.
- Accept the proposal which the County deems to be the most beneficial to the public and the County,
- Negotiate with any proposer to further amend, modify, redefine, or delineate its proposal,
- Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that a contract cannot be successfully negotiated with the selected proposer, which may occur prior to the time of notice of intent to award.
- Further question any proposer to substantiate claims of experience, background knowledge, and ability.

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the Request for Proposals, the decision of Deschutes County shall be final and binding upon all parties.

The County is not liable for any cost incurred by proposers in the preparation or presentation of their proposal.

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to the requirements of OAR 137-048-0240 (1). Any written protest must be submitted to the public officer identified for receipt of proposals in the Request for Proposals not less than 7 days prior to the deadline for submission of proposals, except that protests of an addendum are due 5 calendar days after the issuance of the addendum. A request for a change to any portion of this Request for Proposals is considered a protest.

County will consider the protest if the protest is timely filed and contains the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. If the protest meets these requirements, County will consider the protest and issue a decision in writing within a reasonable time following receipt of the protest. If the protest does not meet these requirements, County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. If the protest results in a change to the RFP, the Contracting Agency shall revise the RFP accordingly and shall re-advertise the RFP in accordance with these rules.

Protest of the Notice of Intent to Award must be in writing and made within 7 calendar days of the issuance of each respective notification. If a Proposer does not protest the Notice of Intent to Award, they will not be able to protest the Award. Protests can be submitted by mail to the following:

PROTEST OF AWARD OR DISQUALIFICATION TO WEBSITE REDEVELOPMENT & DESIGN

ATTN: David Doyle Deschutes County Legal Counsel
Deschutes Services Building
1300 NW Wall Street, 2nd Floor
Bend, OR 97703

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten (10) working days after receipt of the written protest.

Protest procedures are set forth in Oregon Administrative Rules (OAR) 137-047-0740. Protests shall be handled in accordance with applicable laws and rules.

Proposals and quoted costs shall remain valid for at least 60 days after submission.

Evaluation Criteria:

The Proposal submitted shall respond to the following criteria in the order as listed below:

	ITEM	MAXIMUM SCORE
A	Signed Introductory Letter	0
B	Proposer’s Capabilities (Service Capabilities)	40
C	Understanding and Approach (Scope)	20
D	Communication and Availability	10
E	Pricing	20
F	Supportive information (references, resumes, licenses, etc.)	10
G	Interview or Demo if Conducted	10

Criteria Explanation

A. Introductory Letter: A statement in the introductory letter shall specifically stipulate that all terms and conditions contained in the RFP are accepted by the proposer. The letter shall also contain the name and contact information of the person(s) authorized to represent the proposer in any negotiations and sign any contract which may result. The letter must be signed by a person authorized to bind the firm.

B. Proposer’s Capabilities: Each item listed in the Scope of Work must be clearly addressed in your proposal. All items should be addressed with a clear definition of the Vendor’s ability to provide service in each area. Please provide information relevant to Deschutes County demonstrating your ability to fulfill the services, however if you are unable to fulfill a specific request, denote that in your response as well.

C. Project Understanding and Approach: This criterion relates to the basic or preliminary understanding of the project, and the methodology and course of action used to meet the goals and objectives of the project. The basic issue is whether the proposer has a clear and concise understanding of the project (based on existing information) and the major issues to address and whether a project approach has been formulated.

D. Communication and Availability: This criterion relates to the Vendor's accessibility, availability, and interaction with the Deschutes County staff. The county anticipates awarding an agreement by mid-December 2024 with an agreement fully negotiated and executed by end of January 2025. Identify your firm's availability to begin work post contract execution and an anticipated timeline for the project.

E. Pricing: The proposal that accomplishes the stated objectives and tasks at the lowest cost will receive the highest points for this criterion.

1. Base Pricing
2. Potential add-on alternates Pricing

F. Supportive Information: Supportive material to include a copy of Proposers Certificate of Liability Insurance meeting the County's insurance requirements noted in Exhibit 2, resumes, references.

1. Provide evidence of up-to-date Certificate of Liability Insurance meeting the requirements indicated in the RFP.
2. Resumes shall only be included for key personnel dedicated to this project.
3. References:
 - a) Similar customers (by type and size) contracted within the last three years, which best characterizes your ability to complete the Statement of Work.
 - b) It is preferred but not required that the Proposer provide State, Local, and Education customers contracted within the last three years, which best characterizes your ability to complete the Statement of Work
4. Insurance Requirements:
 - a) In conjunction with all services performed under this project, the selected Proposer shall furnish proof of the types and amounts of insurance indicated in Exhibit 2 of County's Services Contract. The County reserves the right to require completed, certified copies of all required insurance policies, at any time.

H. Interviews: If interviews are conducted, only the highest scoring proposers will be asked to participate, subject to County's discretion. The County will recalculate the entire proposal and add points for interview performance.

Page Limitations:

- Evaluation Criteria A-D limited to a total of fifteen (15) pages of text, including the introductory letter.
- Evaluation Criteria E pricing, limited to a total of two (2) pages of text.
- Evaluation Criteria F no page limit.
- The limitation does not apply to covers or dividers unless they are used to convey Project information. Any 11 X 17 pages will be counted as two pages.
- Pages beyond these page limitations will not be evaluated.

- The Proposer shall number the pages in consecutive order.
- Proposal text shall be legible. Arial typeface is preferred, but not required. Minimum font size of 11 point.

NOTE: All proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. **Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.** If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be **red**, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

SECTION 4: EVALUATION

An RFP evaluation committee will be appointed to evaluate the submitted proposals. Vendors will be evaluated on their response to the evaluation criteria. The Vendors found to provide the best value to the County will be awarded the contract pending contract negotiations.

SECTION 5: SELECTION

The proposals will require approximately 20 calendar days for evaluation. Deschutes County or its agent reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of that firm's response or responses.

The top ranked proposers may, at the County's discretion, be required to participate in a demo/interview in support of their proposal to the evaluation committee. The interview will serve to assist the County in selecting the successful proposer and will serve as a tool to refine scoring of the RFP to produce a final ranking. Contract negotiations will follow the selection of the top proposer. Proposals must remain valid for at least 60 days.

The County will provide written notice of its intent to award to a given proposer or proposers at least 7 days before the award, as outlined above.

SECTION 6: CONTRACT REQUIREMENTS AND ADMINISTRATION

If the County and the top ranked proposer are not able to negotiate a contract, the County will initiate negotiation with the second-place vendor, and so on.

Any reference or general condition of employment of vendor that seeks to have State of Oregon indemnify and hold harmless the vendor, its sub-consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages arising out of, or resulting from the performance of work by vendor, or the work of others, is limited to the extent permitted by Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act ORS 30.300 inclusive.

The selected Proposer shall be required to enter into a formal agreement for the subject services and to provide insurance certificates and other information required by the County. The County's Services Contract will form the basis of the contract between the County and the selected Proposer. A copy of the County's Services Contract is included with this Request for Proposals.

Unconditional refusal to accept the contract provisions proposed in the County's Services Contract without offering reasonable alternatives that do not substantially impair the County's rights under the contract may result in disqualification. Unless indicated otherwise, submission of a proposal indicates that the Proposer is willing to enter into a contract with the County substantially incorporating the terms of the County's Services Contract.

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of Deschutes County. The granting or withholding of such consent shall be at the County's sole discretion.

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of Deschutes County. The granting or withholding of such consent shall be at the County's sole discretion.

SECTION 7: NOTICE TO PROPOSERS

OREGON SECRETARY OF STATE REGISTRATION

Corporations not incorporated in the State of Oregon shall be registered with the Oregon Secretary of State before doing any interstate or foreign business in the State ([Oregon Register a Business](#)). Before doing any intrastate business in this State, a foreign corporation shall qualify with the Oregon Secretary of State ([Register as a Foreign Business Corporation](#)). Questions may be directed to the Oregon State Offices at the following portal: ([Contact the Office of the Oregon Secretary of State](#)).

COLLUSION

A proposer submitting a Proposal hereby certifies that no officer, agent, or employee of Deschutes County has a pecuniary interest in the submitted Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the Request for Proposals, the decision of Deschutes County shall be final and binding upon all parties.

LOBBYING

Commencing with the issuance of this Request for Proposals, Proposers or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Proposers or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Deschutes County Board of Commissioners, County staff, or others to

promote their proposals. Violation of this requirement may, in County's sole discretion, be grounds for disqualifying the proposer from further (and subsequent) consideration.

NON-APPROPRIATION

Notwithstanding any provision of this Request for Proposals or resultant contract to the contrary, in the event insufficient funds are appropriated for the project or County has no other lawfully available funds, then the County may terminate any resultant agreements and contracts at the end of its then-current fiscal year, with no further liability or penalty. The County shall deliver written notice to the contractor of such termination no later than thirty (30) days from the determination by the County of the event of non-appropriation.

NON-DISCRIMINATION IN EMPLOYMENT

The successful proposer's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

VERBAL STATEMENTS NOT BINDING

Statements made by Deschutes County representatives concerning this proposal are not binding upon the County unless confirmed in writing by a duly authorized employee/official.

SECTION 8: SUBMISSION

Submit the Proposal in pdf format (30 MB maximum file size) as an email attachment to Heather.Herauf@deschutes.org no later than **2:00 pm PST on October 31, 2024**. Enter **"RFP: Website Redesign & Development"** as the email subject line.

Direct all other questions or inquiries to:

Heather Herauf, Procurement Manager
Deschutes County
1300 NW Wall Street
Bend, Oregon 97703
Email: Heather.Herauf@deschutes.org

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 20__-**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the _____ Department (County) 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 _____, _____, whichever date occurs first. 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, 5 and 6.

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 SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 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 \$50,000 but less than \$250,000 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__

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF _____

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

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 County'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 County 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, County may require and Contractor shall provide any information which County 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 County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County 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 the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County 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. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, 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 County 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. The County, 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 the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County 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 the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County 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, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County 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, County 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 the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County 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 County, less previous amounts paid and any claim(s) that County 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 the County due to a breach by the Contractor, County 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, County 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 the County 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 County upon demand.
- d. Neither County 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 County 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 the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's 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.

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 County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County 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 County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County 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. County 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 County 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 County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

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 the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County 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 County 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 County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County 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. County 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. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, 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 the County.

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

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County 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 County may reasonably request in order to fully vest such rights in County.
- 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. County shall have no rights in any pre-existing work product of Contractor provided to County 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 County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, 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 County 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 County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, 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 County'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://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County 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 the County 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 or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to

act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County'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, County 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 County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County'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 County 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 County 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 County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- 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 County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

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 County 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 may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

- a.
- b.

2. County Services. County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

3. Consideration.

- a. County shall pay Contractor on a fee-for-service basis at the rate of _____.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES **NO** [Check one]

4. The maximum compensation.

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

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
 DESCHUTES COUNTY 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.

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 Employer's 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 County.

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

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input 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 or the facts underlying County's claim could reasonably have been discovered, whichever is later.

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

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

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<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 or self insurance of County, 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.

The policy shall be endorsed to name ***Deschutes County, 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 the County 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 County 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 County Not required by County (One box must be checked)

Claims Made Policy Approved by County Not Approved by County

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

Per Occurrence

Personal Auto

\$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.

A personal automobile policy of no less than the minimum insurance requirements set by the State of Oregon (ORS 806.070) will be accepted if a contractor is a sole proprietor and does not own vehicles registered to the business.

Required by County Not required by County (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 the County with the signed Contract. Contractor shall notify the County 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 the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY 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 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 County 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 SERVICES CONTRACT
Contract No. 20__-__

Expense Reimbursement

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
 - c. Lodging.
 - 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
 - d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY 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 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 the County, 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 the County and the Department 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 County for any damages suffered by County 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