



Deschutes County District Attorney

Case Management Application Replacement

Prepared January 25, 2010

Proposal Deadline March, 15, 2009

R E Q U E S T F O R P R O P O S A L S

Table of Contents

Page

SECTION 1	3
GENERAL INFORMATION AND SCOPE OF WORK	3
1.1 INTRODUCTION - BACKGROUND	3
1.2 SCOPE OF WORK	4
1.3 MINIMUM REQUIREMENTS	4
SECTION 2	6
GUIDELINES FOR PROPOSAL PREPARATION	6
2.1 PROPOSALS	6
2.2 SUBMISSION OF PROPOSALS	6
2.3 RECEIPT OF PROPOSALS	6
2.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS	7
2.5 ACCEPTANCE OR REJECTION OF PROPOSALS	7
2.6 ADDENDA AND INTERPRETATIONS	7
2.7 PROTEST OF AWARD	8
2.8 REIMBURSEMENT	8
2.9 INSURANCE REQUIREMENTS	8
SECTION 3	9
DETAILED RESPONSE REQUIREMENTS	9
3.1 TABLE OF CONTENTS FOR PROPOSAL	9
3.2 EXECUTIVE SUMMARY	9
3.3 APPLICATION REQUIREMENTS	9
3.4 PROJECT MANAGEMENT APPROACH	10
3.5 PROJECT DELIVERABLES	10
3.6 DETAILED AND ITEMIZED PRICING	10
3.7 REFERENCES	11
3.8 PROJECT TEAM STAFFING	11
3.9 COMPANY OVERVIEW	11
3.10 CONTRACTUAL SPECIFICATIONS	12
3.11 WARRANTY SPECIFICATIONS	12
3.12 SYSTEM SUPPORT AND MAINTENANCE	13
3.13 INSTALLATION	14
3.14 DOCUMENTATION AND TRAINING	14

SECTION 4	16
EVALUATION OF PROPOSAL.....	16
4.1 EVALUATION FACTORS FOR AWARD	16
4.2 CRITERIA EVALUATION AND SCORING	16
4.3 PROPOSER SELECTION	17
SECTION 5	18
ADMINISTRATIVE	18
5.1 TECHNICAL CONTACT	18
5.2 CONTRACTUAL CONTACT.....	18
5.3 DUE DATES	18
SECTION 6	19
SCHEDULE OF EVENTS.....	19
SECTION 7	20
PART A: DESCHUTES COUNTY PROPOSAL RESPONSE FORM.....	21
PART B: PROPOSAL CHECKLIST	23
PART C: DESCHUTES COUNTY CODE 2.37.150 STANDARD CONTRACT PROVISIONS	24
PART D: DESCHUTES COUNTY STANDARD PERSONAL SERVICES CONTRACT	28
PART E: SYSTEM SOFTWARE FEATURE SET	45

SECTION 1

GENERAL INFORMATION AND SCOPE OF WORK

1.1 INTRODUCTION - BACKGROUND

The Deschutes County District Attorney Department is responsible for enforcing the laws of Oregon, supporting the Constitution and upholding and enforcing the integrity of the judicial and correctional systems. The office reviews police reports alleging violations of laws within the County's boundaries, prosecutes crimes and violations reported therein, upholds court orders, provides a Victim Assistance Program and actively participates in the Deschutes County Family Drug Court Program and the Oregon High Intensity Drug Traffic Area (HIDTA) Program. The Department is dedicated to public safety and relies on technology to successfully manage its case load in a community with an annual population of 170,705.

The District Attorney Department has two locations with the main office, located next to the Deschutes County Courthouse, 1164 NW Wall Street, Bend, Oregon and a second office at the Deschutes County Juvenile Community Justice facility, 63360 Britta Street, Bend, Oregon. The Department is managed by Deschutes County District Attorney, Michael Dugan. The District Attorney and his staff of eighteen (18) Deputy District Attorneys, sixteen (16) Trial Assistants, two (2) investigators, and four (4) Victim Advocates are located in the main office. The Juvenile prosecution team of two Deputy District Attorneys and two Trial Assistants are located at the Juvenile Community Justice facility.

The Department is in the process of migrating operations to a "paper-less" environment. The goal is to optimize processes and case management by streamlining file storage and retrieval. The office uses the Laserfiche system to scan and organize all information that would normally be stored in a "hard" case file.

The Deschutes County District Attorney Department currently manages their case load using a software package developed and maintained by the Deschutes County Information Technology Department. The system was written in "Multi-Valued (Pick)". The current version is a product called jBase and is hosted on an IBM P5 RS/6000. The system has been in use for several years and directly shares information (data) with Deschutes County Probation and Parole, Juvenile and 911 Dispatch Departments, and all Deschutes County Law Enforcement agencies, including the cities of Bend, Sisters, La Pine, Terrebonne, Redmond, and Black Butte.

Due to recommendations from the Information Technology Department the Deschutes County District Attorney Department seeks to replace its current case management system with a commercial Prosecution Case Management System.

1.2 SCOPE OF WORK

The Deschutes County District Attorney Department is soliciting to replace its software application with a system that meets the current and projected needs of the department. The application software and hardware configuration must comply with the minimum requirements as outlined in [Section 1.3](#) and in Section 7 PART E: System Feature Set.


The successful vendor(s) will install a turnkey, integrated hardware/software environment for the District Attorney Department, which will satisfy the specifications contained in this RFP, bringing to bear whatever proposer resources are required from the areas of computer systems hardware, software, technical training, conversion, maintenance and services support.

Deschutes County desires to contract with a vendor for all new software, software maintenance, installation, conversion, training and support. However, Deschutes County reserves the right to evaluate each software application module on its own standard of performance, regardless of whether other or remaining application modules of the vendor are considered by Deschutes County, and choose an alternate supplier. In addition, the County reserves the right to purchase any personal computers or other related hardware needed from an alternate vendor.

1.3 MINIMUM REQUIREMENTS

To comply with Federal, State, and local agency requirements the following have been identified as Deschutes County District Attorney's routine processes. Items listed below focus on identifying the ideal software solution considered to replace the existing system.

1. NIEM Compliant (National Information Exchange Model).
2. Compliant with State of Oregon records retention archiving rules as stated in Oregon Administrative Rules 166-150-0095 (OAR 166-150-0095).
3. Federal E-Filing compliant.
4. Provides a complete Prosecution package to manage cases and automate office workflow processes for both Adult and Juvenile Case types.
5. "In-Court" case processing screen (view of case events, images, notes, document images, and any other data critical to a court case proceeding).
6. View synopsis of overall case activities (parties, case status, associated cases, restitution, etc.).
7. Dynamic search capabilities.
8. Automated document production, management, and distribution.
9. Warrant and subpoena creation and distribution.
10. Scheduling and calendaring with conflict resolution.
11. Automatic reporting capabilities.
12. Automated alerts and notifications.
13. File, store, and retrieve electronic filings (paperless file management system).
14. Full evidence and exhibit tracking.
15. Discovery management including Bates Numbering, billing and receipting.
16. Interface with Federal, State, and local agency databases.
17. Web Interface.

- 
18. Ability to setup and maintain basic workflow processes based on user role.
 19. Provides for managing all aspects of Grand Jury.
 20. Provides for managing the Victim Assistance Program.
 21. Evidence tracking capabilities for receipting and reporting.
 22. Insurance requirements in compliance with ORS 656.017, requiring Contractor to maintain liability insurance with coverage limits of not less than \$500,000.

SECTION 2

GUIDELINES FOR PROPOSAL PREPARATION

2.1 PROPOSALS

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals containing conditions or qualifications may be rejected as irregular. County will abide by the provisions of ORS 279B.060(5) regarding disclosure of proposal contents.

All proposals shall be signed in ink in the blank spaces provided herein, Section 7, [PART A: Proposal Response Form](#). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. Due to the proprietary nature of the deliverables, proposals will be considered by the County to be submitted in confidence; proposers will be notified if a request is made for public disclosure of the proposal prior to completion of the evaluation and negotiation process.

2.2 SUBMISSION OF PROPOSALS

Proposals must be submitted bearing on the outside the name and address of the proposer, the name of the project proposal clearly marked "**RFP - Deschutes County District Attorney Case Management System Replacement**", and addressed as follows:

**Deschutes County
Information Technology Department
Attn: Deb Walker
14 NW Kearney Avenue
Bend, Oregon 97701**

Proposals must be received by the District Attorney's Office on or prior to the [Proposal Due Date listed in Section 6: Schedule of Events, line 3.](#)

2.3 RECEIPT OF PROPOSALS

Proposals received after the time so designated in Section 6: [Schedule of Events, Proposal Due Date – Closing, line 3](#) , will be considered late and will not be considered for evaluation.

The proposals shall be opened so as to avoid disclosure of contents to competing proposers.

2.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposer may modify his/her proposal by registered mail at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the "Proposal Due Date – Closing", stated in Section 6: [Schedule of Events, line 3](#).

Proposals may be withdrawn by written or email request received from the proposer prior to the time fixed for "Proposal Due Date-Closing". Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after the "Proposal Due Date –Closing".

[See Section 6 – Schedule of Events, page 14 of this document, for specific event dates.](#)

2.5 ACCEPTANCE OR REJECTION OF PROPOSALS

In the award of the contract, Deschutes County District Attorney's Office will select the proposal which in its estimation will best serve the interest of the Department, and the public.

The District Attorney Department reserves the right to reject any or all offers and cancel this RFP process without obligation or liability to any potential proposer, select a proposal other than the lowest priced, and award a contract on the basis of the proposals received.

Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association.

2.6 ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to Deb Walker, Information Technology Department, and received until the date set in Section 6, [Schedule of Events, line 2](#).

Any and all such interpretations will be emailed to all prospective proposers (at the respective address furnished for such purposes) not later than five business days prior to the date fixed for the "Proposal Due Date – Closing. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under such addendum. All addenda so issued shall become as much a part of the contract documents as if bound therein.

2.7 PROTEST OF AWARD

The award, by Deschutes County, of the contract shall constitute a final decision of the County to award the contract if no written protest of the award is filed within seven (7) calendar days of the award. If a protest is timely filed, the award is a final decision of the County only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying a protest shall be sent to every proposer who provided an address. Any proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have seven (7) calendar days after award to submit to the Deschutes County District Attorney Department a written protest of the award.

The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer shall be eligible to be awarded the contract in the event the protest is successful, i.e. the protester shall claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain a protest submitted after the time period established in Section 6: [Schedule of Events, line 8](#) .

2.8 REIMBURSEMENT

There is no expressed or implied obligation for Deschutes County to reimburse proposers for any expenses incurred in preparing proposals in response to this request.

2.9 INSURANCE REQUIREMENTS

The VENDOR agrees to furnish the COUNTY evidence of comprehensive general liability insurance in the amount of **not less than** \$500,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, in any way related to this contract. The VENDOR must be able to meet all COUNTY requirements as stated in Part D: Deschutes County Services Contract, [Exhibit 2, Insurance Requirements](#) page 36.

SECTION 3

DETAILED RESPONSE REQUIREMENTS

3.1 TABLE OF CONTENTS FOR PROPOSAL

Proposer's proposal in response to this RFP will be incorporated into the final agreement with the Deschutes County District Attorney's Office. EIGHT (8) copies of the proposal are to be supplied. One set of signed originals shall be included and clearly identified as such. Proposals signed by an agent are to be accompanied by evidence of his/her authority.

The submitted proposals shall include the following information in the order in which it appears below:

1. Executive Summary
2. Application Requirements
3. Project Management Approach
4. Project Deliverables
5. Detailed and Itemized Pricing
6. References
7. Project Team Staffing
8. Company Overview
9. Contractual Specifications
10. Warranty Specifications
11. System Support and Maintenance
12. Installation
13. Documentation and Training
14. Section 7: Part A – Proposal Response Form
15. Section 7: Part E – System Feature Set
16. Proof of Insurance - per Part D: Deschutes County Standard Personal Services Contract, [Exhibit 2, Insurance Requirements](#) page 36.

3.2 EXECUTIVE SUMMARY

This section will present a high-level synopsis of the proposer's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work.

3.3 APPLICATION REQUIREMENTS

This section will present specific requirements of the software solution. Identify hardware, software, and storage requirements. Include at least the following:

- Server hardware and software requirements.
- Client hardware and software requirements.
- Requirements to convert District Attorney's existing data.
- Database storage requirements and estimated annual growth.
- Licensing requirements - be specific.

3.4 PROJECT MANAGEMENT APPROACH

Describe the method and approach used to manage the overall project and client correspondence. Briefly describe how the engagement proceeds from beginning to end with the following key points included.

1. Describe your methodology for installation and frequency of product releases. Provide a history of product release for the last eighteen months.
2. Describe your method of identifying, documenting and providing software modifications.
3. Provide a detailed description of the processes involved in applying software updates and upgrades. Include what tasks the client is typically required to perform.
4. Estimate a project schedule for both the hardware and the application software conversion and installation (see Section 3.13 Installation). Include sample reports used to summarize and provide detailed information to Deschutes County of the project schedule for both the hardware installation and the application software conversion and installation. State how often these reports will be provided.

3.5 PROJECT DELIVERABLES

Include a list of all materials and services delivered with the proposer's software solution. Include a sample of technical and end user training manuals. Manuals should explain the use, installation, and maintenance of the proposer's application. List all application media and form included with the application delivery.

Include all licensing of software that Deschutes County will have to supply, such as, Microsoft SQL server, Microsoft Windows Server Operating System, Microsoft Windows Office products, etc.

Include a sample of the following reports and documents but not limited to this listing: Court Calendar listing Events, per courtroom, by specified date; Disposition, Proceedings, Plea Offer, Evidence Received, Discovery and Juvenile reports; Warrants showing cleared; Grand Jury reports; Statistical reports including Case Load, Offenses, Trials, Probation Violations, Family Violence, and Juvenile Petitions.

3.6 DETAILED AND ITEMIZED PRICING

Include a fee breakdown cost summary. The summary must include:

1. An itemized list of charges to include:
 - installation of hardware and software
 - training, both users and technical support
 - conversion of the District Attorney's 's current system
 - maintenance of the proposer's system
 - software customization
 - application programs and
 - any other costs associated with the acquisition of the system;
2. Specify any special requirements the County must meet in providing data files for electronic conversion;
3. Describe the licensing model used by your software solution; include method of pricing, such as "per seat cost", and the cost to add a license.

4. A five year cost of ownership projection; include annual maintenance charges and the average rate of increase in annual maintenance fees.
5. Include a sample purchase contract, maintenance agreement and license fee agreement.

3.7 REFERENCES

Provide five (5) current corporate references for which you have performed similar work. Include the name and telephone number of the project superintendent for each of these references.

The references must include District Attorney Offices that are using the most current version of your software; and, preferably offices that are close to the same size as Deschutes County's District Attorney Department and service close to the same size community.

3.8 PROJECT TEAM STAFFING

Include biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members. Describe bonding process and coverage levels of employees. Affirm that no employees working on the engagement have ever been convicted of a felony.

3.9 COMPANY OVERVIEW

Provide the following information for your company:

1. Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers.
2. Proposal key contact name, title, address (if different from above address), email address, direct telephone and fax numbers. Clarify if this contact will be the contact for correspondence pertaining to submitted proposal.
3. Person authorized to contractually bind the organization for any proposal against this RFP.
4. Brief history, including year established and number of years your company has provided "Prosecutor Case Management Systems".
5. Brief history including year established and number of years your company has provided a "Prosecution Case Management System".
6. Brief description of product development. Describe your organization's strategy for enhancing the software product over the next few years. How often is a new release or version issued and why? Is any part of your system written and maintained by a third party?

3.10 CONTRACTUAL SPECIFICATIONS

Purchase Contract – The District Attorney Department is interested in including the following items in the final contract. Describe your company's position on each of the following items:

1. Scheduled installation dates for all hardware and software.
2. Available dates of software under development.
3. Provisions for cancellation by either party or penalties for cancellation and/or failure to perform.
4. Set of acceptance criteria to be used in determining that the system is installed satisfactorily.
5. A guarantee for the availability (for example, minimum downtime).
6. Identify modifications necessary to customize your system to meet the requirements of District Attorney Department.
7. Timeframes in which modifications will become available.
8. Training schedule.
9. Right for District Attorney Department to demand component replacement (lemon clause).
10. Absolute fixed price or "not to exceed" contracts for hardware, software, and services.
11. Guarantee that software process and installation fees quoted in this RFP will be honored during the duration of the selection process. Hardware prices will be valid for a minimum of twelve (12) months.
12. Definition of response time.
13. Maximum acceptable software and hardware support response time.
14. Definition of resolution procedures.
15. Incorporation of specification in the RFP as part of the contract.
16. Assignment clauses.
17. Verification that the software has no key locks, software disabling capabilities or copy protection that would inhibit continued operation or disaster recovery efforts.
18. Disclosure of all license control scheme or other facilities designed to limit usage.
19. Disclosure of all third party relationships.

3.11 WARRANTY SPECIFICATIONS

Warranty of ownership and/or right to sub-license.

1. Describe the contracting options you offer to your clients.
2. Will you stipulate that your contract will be entered into, under and governed by the laws of the State of Oregon?
3. How and when (before or after the contract is signed) are the detailed specifications for each system developed? Can installation costs be changed based on these specifications? Do both parties sign off on specifications? If so, when is this done?
4. Is your company willing to post a performance bond to insure successful installation and operation?
5. Will you support the re-incorporation of custom modifications (done for the District Attorney Department) into all new software releases?
6. What is your company's position regarding the inclusion of a 30 day cancellation clause in your contract?
7. Please provide a copy of your standard hardware and software warranty.

8. If you do not sell the hardware on which the proposed software will execute, describe the process by which you will warrant the operation and performance of your software on the proposed hardware platform.
9. Will your company warrant your software if the hardware is purchased directly from another vendor?

3.12 SYSTEM SUPPORT AND MAINTENANCE

1. Please provide a copy of your standard hardware and software maintenance/support contract.
2. Describe how you contract for ongoing software maintenance and support.
3. How soon after the release of a new operating system will you guarantee delivery and installation?
4. If you modify your current application, how long will it take you to incorporate these modifications in to previous releases?
5. If District Attorney Department delays or declines to install a new release, how will this affect our support agreement?
6. Do the proposed costs of your system include future enhancements and developments? If not, describe the conditions and terms under which enhancements and new releases are available to current users of your system:
 - a. Do you act as a single point of contact for all hardware and software?
 - b. What is the average response time to call for software support that your company is prepared to guarantee?
 - c. What is your company's policy regarding maintenance contracts that do not automatically renew? For example, is it the responsibility of the purchaser to renew the maintenance contract?
7. Capabilities:
 - a. Does your system have the capability for remote access diagnosis of system trouble?
 - b. Under your software maintenance agreement can the District Attorney Department develop its own separate systems that could access, but not modify, data contained in your system?
8. Field Support:
 - a. Where is the field office nearest to the District Attorney Department offices for software support and how is software support services delivered?
 - b. What are the hours of operation for customer support services?
 - c. What office is responsible for the maintenance of servers, what is the location of that office and what is the average response time to calls for hardware support that your company is prepared to guarantee?
 - d. Is emergency hardware and software support available 24 hours a day, seven days a week on-site by telephone? Define types of response, timeframes and additional costs, if applicable.
 - e. What is the availability of spare parts and standby equipment, should it be required by the District Attorney Department? What timeframe should be expected for parts and equipment to be delivered to the District Attorney Department?

- f. Describe in detail the support you provide based on the system you have proposed in the following areas:
 - i. Training
 - ii. Education
 - iii. Support lines
 - iv. Software releases and enhancements
 - v. Documentation both technical for administration and user manuals for the end user.
- g. Describe any regularly held seminars or user group meetings available to users of your system. Have any enhancements been developed based on input from these user group meetings?

3.13 INSTALLATION

Staffing - describe in detail the installation process including:

1. Number of vendor personnel you will commit to having on-site during the installation.
2. Provide an installation work plan indicating the tasks required, the party responsible for each task, the approximate time required to complete each task, and the relative sequence of tasks.
3. Specify the District Attorney's resources needed to successfully install your system (e.g. staff, hours, skill levels, etc.).
4. Describe your staff roles and responsibilities during and after the installation.
5. How many installations do you anticipate throughout the next twelve months?


3.14 DOCUMENTATION AND TRAINING

Documentation - describe the documentation provided as part of your standard installation including:

1. Technical and user reference manuals.
2. Specify what media your manuals are normally provided.
3. Is documentation available in the application at the screen and data element level?
4. Provide paper copies of user and system documentation manuals for review so we may adequately evaluate the system.
5. How often is application documentation updated?
6. What process is used to update documentation and how are notifications for updates communicated?

Training - describe the training approach and schedule you would recommend for the District Attorney Department.

1. Indicate incremental training costs.
2. Specify training materials, user materials, and include the number and skill levels of the employees required for training.
3. Describe any computer-assisted instruction modules that you have available.

- 
4. Describe the operations training available to technical personnel. Does it include:
 - a. Training on hardware maintenance and repair.
 - b. Training on system software installation and setup.
 - c. Routines for Backup and Recovery from hardware and software failures.
 - d. Hardware diagnostics and the interpretation of the diagnostics.
 5. Is training available for every release and is it included in the price of the release?
 6. Provide qualifications of your trainers.

SECTION 4

EVALUATION OF PROPOSAL

4.1 EVALUATION FACTORS FOR AWARD

An evaluation committee will review all proposals. Points will be awarded based upon the Proposal Response to Categories 1 through 5 listed below. The top FOUR (4) Proposers will be invited to present a live demonstration of their product. Points will be awarded as shown in Section 4.2 listed below. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will assign a score to each evaluation criteria. The scores resulting from the demonstration and the written evaluation will be summed resulting in a final score. If a contract is awarded, the County will award the contract to the responsible proposer whose proposal the County determines to be the most advantageous to the County based on the evaluation process and the evaluation factors described in this RFP and the outcome of negotiations.

4.2 CRITERIA EVALUATION AND SCORING

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to the product that best meets the requirements as stated in this RFP. Evaluation of offers will be based upon the proposer's operational, technical, cost, and management requirements.

<u>Category</u>	<u>Points available:</u>
1 - Project Understanding, Approach and Implementation Plan	0-15
2 - Project Deliverables and Report Samples	0-15
3 - Response to PART E: System Feature Set	0-25
4 - Response from References	0-10
5 - Costs, (based upon total project cost)	0-15
6 – Live Demonstration	0-20
Available points	0- 100

4.3 PROPOSER SELECTION

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the first choice company, discussions shall be terminated and negotiations will begin with the second choice. The County reserves the right to reject any and all proposals.

The Deschutes County contract provisions and standard personal services contract are attached to this document. Refer to Section 7, [PART C: DESCHUTES COUNTY CODE 2.37.150 STANDARD CONTRACT PROVISIONS](#) and Section 7, [PART D: DESCHUTES COUNTY STANDARD PERSONAL SERVICES CONTRACT](#).

SECTION 5

ADMINISTRATIVE

5.1 TECHNICAL CONTACT

Any questions concerning proposal format, technical specifications or Statement of Work (SOW) requirements must be directed to:

Name	Deb Walker
Address	14 NW Kearney Ave, Bend, Oregon 97701
Phone	541 330-4652
FAX	541 317-3180
Email	Debrah_Walker@co.deschutes.or.us

5.2 CONTRACTUAL CONTACT

Any questions regarding contractual terms and conditions must be directed to:

Name	Debi Harr
Address	1164 NW Bond St., Bend, Oregon 97701
Phone	(541) 388-6520
FAX	(541) 330-4691
Email	Debi_Harr@co.deschutes.or.us

5.3 DUE DATES

All proposals are due by the delivery date as stated in Section 6: [Schedule of Events, Proposal Due Date – Closing, line 3](#) . Any proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Any late proposals will not be evaluated for award.**

One signed original and Eight (8) copies of the proposal clearly marked “**RFP - Deschutes County District Attorney Case Management System Replacement**”, signed by an officer of the company, are to be submitted and addressed on the outside as follows:

**Deschutes County
Information Technology Department
Attn: Deb Walker
14 NW Kearney Avenue
Bend, Oregon 97701**

Proposals may also be hand-delivered to the above address by the date and time specified. It is the responsibility of the proposer to deliver the proposal in accordance with these instructions contained above and/or elsewhere in the RFP. Proposals submitted must be binding for not less than ninety (90) days after the date received.

SECTION 6

SCHEDULE OF EVENTS

EVENT	DUE DATE
1. Request For Proposal Publication	02/01/2010
2. Questions from Proposers about scope or approach	Accepted until 4:00 PM, 03/05/2010
3. Proposal Due Date - Closing	4:00 PM, 03/15/2010
4. Target Date for Review of Proposals	03/24/2010
5. Vendor demonstrations to be scheduled	4/12/2010 through 4/16/2010
6. Final Vendor Selection Discussion(s)	Week of 4/26/2010
7. Anticipated - Intent to Award Notice is Issued	04/30/2010
8. Last Date to Protest Award	SEVEN (7) days after Intent to Award Notice is Issued

SECTION 7

Attached to this Request for Proposal and, by reference, incorporated herein are:

- Part A: Deschutes County Proposal Response Form,
- Part B: Proposal Checklist - provided as an aid for the proposer to review their response for accuracy. This checklist is only a summary; it is the responsibility of the proposer to ensure all mandatory items are provided.
- Part C: Deschutes County Code 2.37.150 Standard Contract Provisions,
- Part D: Deschutes County Standard Personal Services Contract, and
- Part E: System Feature Set

PROPOSAL RESPONSE FORM

Submitted by: _____

Address: _____

Date: _____, 2010 Phone number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish a **CASE MANAGEMENT SOFTWARE SOLUTION FOR DESCHUTES COUNTY DISTRICT ATTORNEY'S OFFICE** as specified, in accordance with the proposal documents herein for the price set forth in the proposal submittal attached hereto and forming a part of this proposal.

The proposer, by his signature below, hereby represents as follows:

(a) That no Commissioner, officer, agency or employee of Deschutes County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;

3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.

(d) Resident Proposer, of the State of Oregon

Non-Resident Proposer, Resident State _____

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2010

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by it's duly authorized officers this ___ day of _____, 2010

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____ Title: _____

Telephone number: _____

PART B: PROPOSAL CHECKLIST

The Proposal Checklist is a list summarizing items that must be included in the proposer's response to this RFP. While the list is thought to be complete, it is the proposer's responsibility to ensure that all mandatory items of this RFP are provided.

Reference Section	Item Description
2.1	Proposal Response Form is completed and signed, in ink, by an official authorized to bind the contract.
2.2	Submitted proposal bears, on the outside, the name of the project, "RFP – Deschutes County District Attorney's Case Management Application Replacement", name and address of proposer.
2.9	Evidence of comprehensive general liability insurance as required by the COUNTY.
3.1	Eight (8) copies supplied with one set of signed originals.
3.1	Proposal response is arranged in order according to the Table of Contents for Proposal.
3.2	Executive summary identifies the software solution main features and proposed work.
3.3	Application and hardware requirements identified.
3.4	Project management approach describes the proposer's method of procurement, project schedules and sample reports.
3.5	Project deliverables - include <u>all</u> items listed in this section.
3.6	Detailed and Itemized fee breakdown summary.
3.7	References – Five (5) corporate references that include District Attorney's s using the most current version of the proposer's software solution.
3.8	Project team staffing – description of key staff and management personnel qualifications and experience. Description of bonding process and coverage levels of employees provided.
3.9	Company overview and brief history.
5.3	Proposal submitted by Due Date
Part A	Proposal Response Form is completed and signed, in ink, by an official authorized to bind the contract.
Part E	System Software Feature Set is completed and included with proposal submitted

DESCHUTES COUNTY CODE 2.37.150. Standard Contract Provisions.

- A. Except as otherwise provided in the solicitation document or otherwise approved by the Purchasing Agent or County Legal Counsel, the following standard public contract provisions shall be included expressly, by reference or by URL hyperlink where appropriate, in every contract of the County.
1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
 2. Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.
 3. Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.
 4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 5. For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in a manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.
 6. Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.
 7. With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
 - b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
 - c. All work performed on the day specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts. For personal service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 or 653.261 or under 29 USC Sections 201 to 209, from receiving overtime. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for improvement contracts), including contracts involving collective bargaining agreements, contracts for services and contracts for fire prevention and suppression. This paragraph 7 does not apply to contracts for purchase of goods or personal property. Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented

by employees, of the number of hours per day and days per week that the employees may be required to work.

8. The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractor and subcontractor shall pay workers the higher of the state or federal prevailing rate of wage.
9. The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.
10. As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. Entities which have enacted such laws or regulations include the following: **Federal:** Department of Agriculture, Forest Service, Soil Conservation Service, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Coast Guard, Federal Highway Administration, Water Resources Council, and Department of Homeland Security **State:** Department of Administrative Services, Department of Agriculture, Columbia River Gorge Commission, Department of Consumer and Business Services, Oregon Occupational Safety and Health Division, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Land Conservation and Development, Department of Parks and Recreation, Soil and Water Conservation Commission, State Engineer, Department of Transportation, State Land Board, Water Resources Department. **Local:** City Councils, County Boards of Commissioners, County Service Districts, Sanitary Districts, Water Districts, Fire Protection Districts, Historical Preservation Commissions and Planning Commissions. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.
11. The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs, and overhead per ORS 297C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

12. If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non- appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this subsection, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contact in order to provide similar services or goods from a different contractor.
13. By execution of the contract, contractor certifies, under penalty of perjury that:
 - a. To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
 - c. Contractor prepared its bid or proposal related to this Agreement independently from all other bidders or proposers, and without collusion, fraud or other dishonesty.
14. Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality is otherwise equal.
15. Contractor agrees not to assign the contract or any payments due under the contract without the proposed assignee being first approved and accepted in writing by the County.
16. Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
17. The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
18. All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
19. The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractor Board registration or Landscape Contractor Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the contract.
20. Unless otherwise provided, data which originates from the contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate there from shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise, the County, at the time of delivery of data furnished under the contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of the contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under the contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.
21. If as a result of the contract, the contractor produces a report, paper publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 ½" by 11" paper, the contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements. In all other cases Contractor shall make reasonable efforts to use recycled materials in the performance of work required under the contract.

22. Unless otherwise provided in the contract approved by county legal counsel or in the bid documents, the current editions of the *Oregon Standard Specifications for Construction* adopted by the State of Oregon, and the *Manual on Uniform Traffic Control Devices*, shall be applicable to all road construction projects.
23. As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved, site, if feasible and cost-effective,
24. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract, price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.
25. In the event an action, lawsuit or proceeding, including appeal there from, is brought for violation of or to interpret any of the terms of the contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
26. Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under the Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.
27. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of drugs while performing work under the Contract.
28. The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
29. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders:
 - a) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - c) the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139;
 - d) Executive Order 11246, as amended;
 - e) the Health Insurance Portability and Accountability Act of 1996;
 - f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - h) ORS Chapter 659A, as amended;
 - i) all regulations and administrative rules established pursuant to the foregoing laws; and
 - j) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The above listed laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract or required by law to be so incorporated.
30. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.). (Ord. 2008-023, §1, 2008)

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2010-**

This Contract is between DESCHUTES COUNTY, 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 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, 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):

 Corporation-for profit Sole Proprietorship Corporation-non-profit Partnership 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 \$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.

Dated this _____ of _____, 2010

Dated this _____ of _____, 2010

DESCHUTES COUNTY DIRECTOR OF _____

COUNTY ADMINISTRATOR

David Kanner

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: <http://www.co.deschutes.or.us/dccode/Title2/html/Chapter2.37.htm>.

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:

David Kanner
 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 30-31.
- 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

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2010-
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. 2010-
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. Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

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

Per Occurrence limit

Annual Aggregate limit

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

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

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 this contract is completed.

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:

Per Occurrence limit

Annual Aggregate limit

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

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

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. The Oregon Legislature has adopted legislation which establishes tort claims limits for actions against local public bodies, including their officers, agents and employees. The tort claims act limits are automatically adjusted on July 1 every year.

By separate endorsement, the policy shall 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.

Required by County

Not required by County (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 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. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. For commercial general liability coverage, the Certificate shall also provide, **by policy endorsement**, that **Deschutes County, its agents, officers, employees and volunteers are additional insureds** with respect to Contractor's services provided under this Contract. The endorsement must be in a format acceptable to Deschutes County. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2010-
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]:

Corporation Limited Liability Company 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), **and**
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, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - 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. 2010-
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 OAR436-050-050 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. 2010-
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 11/8/06.
 - 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.

SAMPLE

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2010-
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 certifies that; Contractor's Work to be performed under this Contract create 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

INSTRUCTIONS

The following information will be used to determine the scope of this project and provide pricing for this engagement. Vendors will complete their responses by placing an "X" in either the "Currently Supported", "Supported With Exception", "Will be Supported in New Release Within 1 Year" or "Not Supported" column for each function listed below. If a function response is left blank, it will be assumed that function is "Not Supported". If "Supported, with Exception" is marked, the vendor will provide a concise response that explains the exception. Each response must be identified by the function chapter and number, and attached in numerical order to the back of this form. The DA selection committee alone will determine whether an exception meets the requirement for that specific function. The functions listed below are noted as either being **(R)**, required by the software in order to meet the court's needs; or, they are noted as **(O)**, optional functions of the software.

Required/ Optional	Chapter #	Function #	I. CASE MANAGEMENT	Currently Supported	Supported With Exception	Will be Supported in New Release Within 1 Year	Not Supported
R	I.	a.	Complies with NIEM (National Information Exchange Model)				
R	I.	b.	Ability to track all events relating to a defendant.				
R	I.	c.	Events entered on one offense can be copied to other offenses on the same case and / or new case.				
R	I.	d.	Ability to expunge records by Case Number and Court Case number.				
R	I.	e.	Warrants - application allows for the ability to add, delete, print, update, track, display and change status.				
R	I.	f.	Court E-Filing capability, both Federal and State.				
O	I.	g.	LEDS / DMV access				
R	I.	h.	Application meets statutory requirements for data retention.				
R	I.	i.	"Booking Information - ability to access photos, fingerprints, behavior, audio, etc.				
R	I.	j.	Death investigations - ability to manage and track information.				
R	I.	k.	"In-Court" screen allowing for access to all information relating to a court event, including all documents.				
O	I.	l.	Free form notes fields are available for all events and transactions.				
O	I.	m.	Party name and address history are stored and displayed according to the change date.				
R	I.	n.	Official notices - ability to create, distribute, and file automatically.				
O	I.	o.	Application screen view - ability to modify and create unique case view to accommodate user role for District Attorneys, Trial Assistants, Investigators, Victim Advocates.				
O	I.	p.	District Attorney "work product" - ability to organize all information relating to a case, including audio, images, Westlaw printouts, Power Point presentations, etc.				
R	I.	q.	Plea offer tracking - ability to view and track multiple plea offers associated with a case.				
O	I.	r.	Non-criminal cases - ability to enter and track cases relating to citations, bad checks, and those cases issued to third parties.				
R	I.	s.	Evidence - ability to access, order and track evidence data.				
O	I.	t.	Victims - ability to identify victims in case, track contact and notify of rights.				
R	I.	u.	Restitution - ability to track and report; interface with the state courts restitution financials.				
R	I.	v.	Subpoenas - ability to generate, track and automatically route to parties.				
R	I.	w.	Sanctions - ability to view type and length of time in jail, and any other events relating to sanctions against defendant.				
R	I.	x.	Sentencing - ability to track and view all conditions of the order.				
R	I.	y.	Appearances - ability to track all court appearances.				
R	I.	z.	Case Notes - ability to enter and maintain case notes as well as view all case notes entered.				
O	I.	a.a.	Dynamic searching - ability to search on person, case number, charges, date of birth, "sounds like", etc.				
O	I.	a.b.	Workflow - ability to create, modify, and delete automated functions of the application and assign to groups or individuals.				
R	I.	a.c.	Grand Jury - application to manage all aspects of grand jury including jury instructions, scheduling, and notifying parties.				
R	I.	a.d.	Remote access - ability to access the program securely when not connected to the county network.				
R	I.	a.e.	Charges - ability to enter and modify in order to maintain consistency by using the ORS (Oregon Revised Statutes) Codes.				
R	I.	a.f.	Charging Codes - ability to automatically enter the most current version of the ORS (Oregon Revised Statutes) Codes.				
R	I.	a.g.	Discovery - ability to track, distribute, receipt, and manage all data media relating to discovery.				
O	I.	a.h.	Bates Numbering - feature of the application.				

Required/ Optional	Chapter #	Function #		Currently Supported	Supported With Exception	Will be Supported in New Release Within 1 Year	Not Supported
I. CASE MANAGEMENT							
R	I.	a.i.	Guest Access - secure read only access for outside parties to view and access the District Attorney's case files.				
R	I.	a.j.	Data Entry - ability to enter and modify data by automating keystrokes.				
R	I.	a.k.	Screen Navigation - ability to use keystrokes to move through fields and enter data.				
O	I.	a.l.	Database Input - ability to interface with Federal, State, and local agencies to import Case data.				
O	I.	a.m.	Database Output - ability to interface with Federal, State, and local agencies to export Case data.				
O	I.	a.n.	Ability to access case documents without opening the case management application so to allow for the document to be imported into presentations or reports.				
R	I.	a.o.	Ability to access, maintain and organize all documents and media relating to a defendant including notes and non-case specific items.				
R	I.	a.p.	Application includes features specific to manage Juvenile Prosecution Cases.				
II. Reports and Automated Notices							
R	II.	a.	Subpoenas - ability to generate, modify, distribute, and track.				
R	II.	b.	Restitution - ability to track events, create and distribute reports.				
R	II.	c.	Ad-hoc Reports - ability to query, design, and distribute Case information.				
R	II.	d.	Warrants - ability to generate, track and automatically distribute to all parties including the arresting officer.				
R	II.	e.	Judgments - ability to generate, distribute, and track.				
O	II.	f.	Imaging - ability to automatically generate an image of any and all notices and reports.				
O	II.	g.	Versions - ability to maintain document versions.				
R	II.	h.	Templates - ability to create, modify, and delete documents.				
R	II.	i.	Document history - ability to track and re-print documents.				
O	II.	j.	Dynamic searching - ability to search for output using the person name, case number, charges, date of birth, "sounds like", etc.				
O	II.	k.	Distribution - ability to Fax, email, make discovery, and store using the application.				
R	II.	l.	Report Output - ability to create reports and notices with the option to display to screen (view), print, or image (scan).				
R	II.	m.	Financial Reporting - ability to generate system-wide reports including receivables, receipts, check activity, adjustments, and disbursements.				
R	II.	n.	Revenue Distribution Reporting - ability to generate a report based on the agency, case number, or fund, and within an accounting period or a range of accounting periods.				
O	II.	o.	Audit Reports - user data entry, time usage, filings, and other logging reports.				
O	II.	p.	Security Reports - showing user security and access.				
O	II.	q.	Statistical Reports - reporting based on event, event results, recidivism, case filings, restitution, discovery, etc.				
O	II.	r.	Digital signing - ability to digitally sign automatically generated documents.				
III. Calendars and Scheduling							
O	III.	a.	Court Docket - ability to automatically enter the daily court docket.				
R	III.	b.	Notices - automatically generate notifications and "ticklers" based on case events.				
R	III.	c.	Calendar entries - automatically entered based on case events with the ability to modify.				
O	III.	d.	Day counting - ability to automatically generate events based on case type, such as "speedy trial" when defendant is in custody.				
R	III.	e.	Calendar View - ability to create views based on Case events, Attorneys schedule, specific court type, etc.				
R	III.	f.	Grand Jury - ability to schedule, manage, and print juror list and events.				
R	III.	g.	Officers - create, maintain, import, and export work schedule calendars for Law Enforcement Officers.				

Required/ Optional	Chapter #	Function #		Currently Supported	Supported With Exception	Will be Supported in New Release Within 1 Year	Not Supported
IV. Financial and Accounting							
R	IV.	a.	Restitution - accounting tools for tracking and managing.				
O	IV.	b.	State of Oregon financials (FIAS) - ability to access and import the states financial data relating to the case.				
R	IV.	c.	Discovery - ability to manage Discovery billing and receipting.				
O	IV.	d.	Case Costs - ability to track all financial aspects relating to the program.				
R	IV.	e.	Grand Jury - ability to track all financial aspects relating to the program.				
O	IV.	f.	Victim Assistance - ability to track all financial aspects relating to the program.				
R	IV.	g.	Exhibits - ability to track all financial aspects relating to case exhibits.				
V. User and Application Security							
Task Subject	Start Date	Reminder Time		Currently Supported	Supported With Exception	Will be Supported in New Release Within 1 Year	Not Supported
R	V.	a.	Ability to redact protected information from view.				
R	V.	b.	Provides unique security levels to allow authorized users to delete, update, add, view, etc based on security settings.				
R	V.	c.	Ability to audit user access and data input.				
VI. Networking, Systems Integration, and Technical							
Required/ Optional	Chapter #	Function #		Currently Supported	Supported With Exception	Will be Supported in New Release Within 1 Year	Not Supported
R	VI.	a.	Ability to interface with law enforcement and other programs or systems to automate and coordinate Case information.				
R	VI.	b.	Ability to reside on network for multiple users.				
R	VI.	c.	Ability to securely access remotely to allow for access in courtrooms and outside of the Deschutes County network.				
O	VI.	d.	Authentication using single log on to system via the Deschutes County network.				
R	VI.	e.	Ability to migrate all existing case data from the District Attorney's current system.				
O	VI.	f.	System is compatible for use with Virtual Servers, Citrix XenServer specifically.				
O	VI.	g.	Application provides for Web Access for "guests" and authorized secure users.				
O	VI.	h.	Tablet, touch screen, and stylus compatible with handwriting recognition.				
O	VI.	i.	Interface with MS Office applications and features (Word, Excel, Outlook, PowerPoint).				
O	VI.	j.	Ability to launch appropriate application to view/access various document types.				
O	VI.	k.	Onboard video and/or audio recording capabilities.				
O	VI.	l.	Batch file processing.				
O	VI.	m.	Workflow recovery - should the PC crash or lose network connection the user would return to the last screen of entry with no data loss.				
VII. Electronic Filing, Imaging, and Optical Storage							
Required/ Optional	Chapter #	Function #		Currently Supported	Supported With Exception	Will be Supported in New Release Within 1 Year	Not Supported
R	VII.	a.	All case data is stored and organized in electronic format providing the "electronic case file".				
R	VII.	b.	Capable of imaging and electronically filing all data information including emails, photos, audio, video, etc.				
R	VII.	c.	Ability to access and dynamically search for all digitally stored data.				
O	VII.	d.	Compatible and Interfaces with Laserfiche.				
R	VII.	e.	Ability to access "electronic case file" using the "In-Court" screen.				
O	VII.	f.	Ability to easily navigate from one document to another without closing the current document (not limited to scrolling to next page of same document.)				
R	VII.	g.	Electronic imaging program complies with Federal and State standards, meeting the 300 resolution dpi and 20 year storage retention.				
O	VII.	h.	Ability to Make Discovery automatically for distribution.				
R	VII.	i.	Meets records retention archiving rules according to OAR 166-150-0095 (included at the end of this document)				
O	VII.	j.	Ability to drag and drop entries into the electronic filing system.				

OAR 166-150-0095

District Attorney Records

It should be noted that the District Attorney in each Oregon County is an official employee of the State. Due to the status of the District Attorney position, the State Archives would recommend utilizing the State General Records Retention Schedule for all financial records produced in county District Attorney offices.

- (1) Attorney General Opinions Records document Attorney General Opinions and attorney's letters of advice. Records may include but are not limited to requests for opinions; opinions; letters of advice; copies of legislative bills, statutes, and administrative rules; and correspondence. The Department of Justice maintains the statewide record copy of Attorney General Opinions. (Minimum retention: 5 years)
- (2) Case or Docketed Files Records document criminal cases tried and filed by the District Attorney for the county. Records may contain but are not limited to police reports, copies of court documents, computerized criminal histories, District Attorney notes, court exhibits, and related correspondence. Information may include defendant's name, date of birth, address and social security number; victim's name, date of birth, address and social security number; and description of the crime and crime scene. (Minimum retention: (a) Retain cases of murder, treason, or Class A felony, with a judgment of guilty: 60 years or 3 years after sentence expires, whichever is longer (b) Retain all other felonies, with a judgment of guilty: 3 years after sentence expires (c) Retain felony cases, dismissed or with judgment of not guilty: 3 years (d) Retain misdemeanor cases: 3 years after termination (e) Retain violation cases: 1 year after termination (f) Retain support enforcement cases: 3 years after all support paid)
- (3) Civil Forfeiture and Asset Seizure Files Records document cases involving seizure of assets for civil forfeiture. Records contain police reports, District Attorney notes, legal pleadings and notices, descriptions and pictures of property and/or cash, and Asset Forfeiture Oversight Advisory Committee forms and reports. Records may contain information regarding the incident leading to seizure, owner's and interested parties' personal information, and statistical and budget information. (Minimum retention: 5 years)
- (4) Denied Prosecution Files Series documents correspondence between District Attorney's office and an outside investigative agency (police department) concerning the inability to prosecute cases based on a lack of evidence. These documents are generated in response to police investigations and consist mainly of correspondence and case descriptions. (Minimum retention: 1 year)
- (5) District Attorney Opinions Series documents official recommendations, advice or opinions of the District Attorney issued to local officials. Records may include requests for opinions, opinions, letters of advice, and grand jury notes. Topics may include establishment, modification or discontinuance of policies or services, and studies, plans, research, or discussions of facilities, services, or issues in the criminal justice system. (Minimum retention: Permanent)
- (6) Grand Jury Records Series describes the documents produced by the Grand Jury in relation to individual cases. The records document the progress and deliberations within the grand jury. Grand Jury Proceedings may include notes, votes, subpoenas, and dockets. These records are not released into the general criminal files and are retained separately from the respective criminal files. (Minimum retention: (a) Retain notes, votes, and dockets: 10 years (b) Retain subpoenas and member lists: 1 year)
- (7) Grand Jury Reports Series documents reports filed by the grand jury at the completion of the mandated tours of public institutions and courts. ORS 132.440 requires that the grand jury inquire into the condition and management of every correctional and juvenile facility in the county as defined in ORS 162.135 at least once a year. Information may include tour date, facility name, and any findings of the grand jury. (Minimum retention: (a) Retain reports not filed with the courts: 20 years (b) Retain reports filed with the court: 2 years)
- (8) Indictment Returned Lists Series documents lists of grand jury indictments returned, schedules of people awaiting grand jury hearings, or cases pending hearings or trial. Information may include names of people awaiting hearings, and names of cases pending or of returned indictments. (Minimum retention: 2 years)
- (9) Investigation Files Records document criminal cases investigated, but not tried, by the District Attorney. Records may contain but are not limited to police reports, computerized criminal histories, District Attorney notes, grand jury notes, and related correspondence. Information may include suspect's name, date of birth, address and social security number; victim's name, date of birth, address and social security number; and description of the crime and crime scene. (Minimum retention: (a) Retain cases of murder or treason: Permanent (b) Retain class A felony cases: 25 years (c) Retain class B felony cases: 10 years (d) Retain class C felony cases and support enforcement cases: 5 years (e) Retain accident and death investigations: 3 years (f) Retain misdemeanor cases: 2 years (g) Retain violations cases: 1 year)
- (10) Mental Commitment Hearing Files Records document cases involving incidents or possibly crimes involving mentally ill persons. Records may include police reports, mental health evaluations and referrals, legal pleadings, commitment orders, District Attorney notes, subpoenas, and correspondence. Information may include person's personal information, a victim's personal information (if applicable), and/or witness information. (Minimum retention: 5 years)
- (11) Multi-Disciplinary Team Records Records document the activities and management of the county Multi-Disciplinary Team (MDT). Respective MDTs may have members from city, county, or state agencies. Records may include grant and account records, meeting minutes, annual reports and budgets, member lists, interagency agreements, and correspondence. (Minimum retention: 5 years)
- (12) Official Business Register Series documents the scheduling and status of actions, suits, or legal proceedings involving the District Attorney. Information may include names of individuals or cases, dates or court events, grand jury dockets, and cases scheduled. (Minimum retention: 25 years)
- (13) Public Records Disclosure Request Records Series documents public appeals to the District Attorney when initial requests for access to public documents was initially denied. Records may include but are not limited to requests for disclosure, types of records requested, request logs, notation of transfer to another district, approvals, denials, copies of petitions to the District Attorney for review of disclosure denials, District Attorney Orders to grant or deny disclosure, correspondence, and related documentation. (Minimum retention: (a) Approved requests: 2 years (b) Denied requests: 2 years after last action)
- (14) State Breathalyzer Permits Series documents the maintenance of copies of the state breathalyzer permits issued to local law enforcement personnel by the state to perform breathalyzer tests. Information includes name of individual permit issued to, date of issuance, and expiration date. (Minimum retention: Retain most current copy)

Stat. Auth.: ORS 192 & 357

Stats. Implemented: ORS 192.005 -192.170 & 357.805 - 357.895

Hist.: OSA 4-2004, f. & cert. ef. 9-1-04