

DESCHUTES COUNTY, OREGON

February 5, 2016

REQUEST FOR PROPOSAL

Employee Time and Attendance System



Release Date: February 5, 2016

Due Date & Time: March 15, 2016 4:00 PM

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Section 1 – Introduction and Project Information

1.1 Introduction

Deschutes County (“County”) invites qualified vendors to submit responses to its Request for Proposal (RFP) to furnish a Time and Attendance and Scheduling System, training, and ongoing support and maintenance for the County. The County expects to achieve substantial gains in productivity, efficiency and accuracy through the implementation of a new time collection and scheduling system. In addition, the County seeks to minimize internal support costs by utilizing technology. Proposals are to include separate pricing for a license(s), training, support and maintenance, upgrades, and hardware. In addition, provide estimated purchase and lease unit cost pricing for time capture hardware.

1.2 About the County

Deschutes County offices are located in the City of Bend. The County sits in the high desert of the State of Oregon just east of the cascade mountain range along Highway 97. The County has an estimated population of 170,740 and encompasses the cities of Sisters, Bend, Redmond and La Pine. The County functions under a Commissioner/Administrator form of government, with three elected Commissioners. The Board of County Commissioners appoints the County Administrator, who is responsible for the day-to-day management of the County.

County-wide services are provided to all citizens within the district, and additional services to residents in unincorporated areas. County-wide services include the County Jail, Parole and Probation, the District Attorney, Juvenile Corrections, Health Services, Veterans’ Services, Solid Waste and Landfill operations, Assessment and Tax Collection, Clerk Records and Elections, the Fair and Expo Center and 9-1-1 emergency communications. The additional services to residents outside the cities are Community Development, Long Range Planning, Road maintenance and construction, Sheriff’s patrol and investigation, animal control and Justice Court.

The County’s most recent budget and audited financial reports can be found on the County’s website at <http://www.deschutes.org/finance/page/finance-report-central> .

The County has been using integrated modules of HTE/SunGard software for approximately 15 years, and is in the process of replacing that financial management and human resources system. Negotiations are currently taking place with Tyler Technologies for their MUNIS product. Modules used by the County include general ledger, budgeting, accounts payable, accounts receivable, cash receipting, payroll, and human resources. The County’s Information Technology Department staff is responsible for system backups, installing vendor upgrades, and shares the task of system security with the Finance Department.

This RFP can be found on the County’s website at <http://www.deschutes.org/rfps> . It is imperative this website be checked regularly for addenda, clarifications and other notifications that may be pertinent to this process. In addition, all vendors known by Deschutes County to be interested will receive notification when additional items are posted. Email Teri Maerki, Financial/Budget Analyst, at Teri.Maerki@deschutes.org to be added to the “Interested Vendors List”.

1.3 Issuing Office and Submittal Location

The County’s Finance Project Manager will issue the Request for Proposals document and will be the sole point of contact for the County for questions, concerns, and protests.

Each vendor shall provide nine (9) total copies of their proposal with one copy marked “ORIGINAL”.

In addition to the hard copy version of the proposal, the vendor shall provide an electronic version of the proposal on a CD in non-editable, Adobe format, labeled with the business name and address. The outside of the sealed envelope should reference "Time and Attendance Project". Proposals must be received by Deschutes County at the Finance Office no later than 4:00 p.m. on Tuesday, March 15, 2016.

Submittal Address & Process Questions

Deschutes County
Finance Department
Teri Maerki, Project Manager
1300 NW Wall Street, 2nd Floor
Bend OR 97703
Email: Teri.Maerki@deschutes.org

Telephone, facsimile, or electronically transmitted proposals will not be accepted. Proposals not conforming to the instructions provided herein will be subject to disqualification at the discretion of the County.

Proposals received after the specified date and time will not be given further consideration. Vendors submitting proposals are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

1.4 Anticipated RFP Schedule

The County anticipates the following general timeline for receiving and evaluating the proposals, and selecting a vendor for this project. The County reserves the right to extend any of the scheduled dates.

Request for Proposal Released	Friday, February 5, 2016
Date to Submit Change Requests or Solicitation Protests	Monday, February 15, 2016
Last Day for Addenda	Tuesday, March 8, 2016
Proposal Due Date	Tuesday, March 15, 2016, 4:00 p.m.
Evaluate Proposals	March 16-31, 2016
Notice of Competitive Range	Friday, April 1, 2016
Competitive Protest Range Ends	Friday, April 8, 2016
Demonstrations and Interviews	April 11-22, 2016
Contract Negotiation	Wednesday, April 27, 2016
Notice of Intent to Award	Wednesday, May 11, 2016
Protest Period Ends	Wednesday, May 18, 2016
Contract Award and Execution	Thursday, May 19, 2016

1.5 Changes to the Solicitation by Deschutes County

Deschutes County reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective vendors on the "Interested Vendors List" or known to Deschutes County to have received the RFP document.

A prospective vendor may request a change in the RFP by submitting a written request to the address set forth in Section 1.3. The request must specify the provision of the RFP in question, and contain an explanation for the requested change. All requests for changes or additional information must be

submitted to Deschutes County no later than the date set in the RFP schedule.

Deschutes County will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If, in the Project Manager's opinion, additional information is necessary, such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by Deschutes County managers, employees or agents to the prospective vendors shall not bind Deschutes County.

- a) All addenda, clarifications, and interpretations will be posted on the County's website at <http://www.deschutes.org/rfps> . Vendors on the "Interested Vendors List" will receive notification when additional items are posted.
- b) No addenda will be issued later than the date set in the RFP schedule, except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining the best offers or best and final offers.
- c) Each vendor shall ascertain, prior to submitting a proposal, that the proposer has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on each addendum and included with the proposal submitted.

1.6 Trade Secrets and Public Records Law

All information submitted by vendors shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which the vendor request exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the vendor request exception from disclosure. The vendor shall not copyright, or cause to be copyrighted, any portion of said document submitted to the County as a result of this RFP. The vendor should not mark the whole proposal document "confidential".

If a proposal contains any information that is considered a trade secret under ORS 192.501(2), vendors must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of County documents or any portion of a County document submitted as part of a proposal may depend upon the official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the proposal, material designated as confidential shall accompany the proposal, but be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any proposal marked as a trade secret in its entirety will be considered non-responsive.

1.7 Cancellation

ORS 279B.100 provides for cancellation, rejection or delay of proposals when the cancellation or rejection is in the best interest of the Contracting Agency as determined by the Contracting Agency. Deschutes County reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the County's best interest. In no event shall Deschutes County have any liability for the cancellation of award.

1.8 Late Proposals

All proposals that are not received by the deadline stated in the RFP schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within Deschutes County's internal distribution system, do not excuse the vendor's responsibility for submitting the proposal to the correct location by the stated deadline.

1.9 Conditions of Submittal

By the act of submitting a responsive proposal to this RFP, the vendor certifies that:

- a) The vendor and each person signing on behalf of any vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by Deschutes County, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the vendor's response to this solicitation.
- b) The vendor has examined all parts of the Request for Proposal, including all requirements and general contract terms and conditions thereof, and, if its proposal is accepted, the vendor shall accept the contract documents thereto unless substantive changes are made in same without the approval of the vendor.
- c) The vendor, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- d) The vendor has demonstrated quality experience in providing the required goods and/or services.

1.10 Vendor Requests Interpretation of RFP Documents

- a) Vendors shall promptly notify Deschutes County of any ambiguity, inconsistency or error, which they may discover upon examination of the RFP documents.
- b) Vendors requiring clarifications or interpretation of the RFP documents shall make a written request for same to the Project Manager at the submittal address located in Section 1.3.
- c) Deschutes County shall make interpretations, corrections, or changes of the RFP documents in writing by published addenda. Interpretations, corrections, or changes of the RFP documents made in any other manner will not be binding, and vendors shall not rely upon such interpretations, corrections, and changes.
- d) Should any doubt or difference of opinion arise between Deschutes County and a vendor as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of Deschutes County shall be final and binding upon all parties.

1.11 Vendor Requests for Additional Information

Requests for information regarding Deschutes County services, programs, or personnel, or any other information shall be submitted in writing directly to the Project Manager at the address located in Section 1.3. All requests for additional information shall be submitted in writing. Answers shall be provided to all prospective vendors of record on the date that answers are available.

1.12 Solicitation Protests

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Project Manager at the address listed in the RFP and shall be received no later than the date listed in the RFP schedule. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or request will be accepted.

1.13 Cost of RFP and Associated Responses

This RFP does not commit Deschutes County to paying any costs incurred by the vendor in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Vendors shall not include any such expenses as part of their proposal.

1.14 County to Request Clarification, Additional Research, and Revisions

- a) Deschutes County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification could result in a finding that the vendor is non-responsive and consequent rejection of the proposal.
- b) Deschutes County may obtain information from any legal source for clarification of any proposal or for information on any vendor. The County need not inform the vendor of any intent to perform additional research in this respect or of any information thereby received.
- c) The County may perform, at its sole option, investigations of the vendor. As applicable, information may include, but shall not be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, upon receipt by the County, become part of the public record and are subject to disclosure consistent with the Oregon Public Record Act.
- d) Deschutes County reserves the right to request revisions of proposals after the submission of proposals and before award.
- e) Deschutes County reserves the right to require revisions to the final contract, including price and other applicable metrics.

1.15 Rejection of Proposals

Deschutes County reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a) Failure of the vendor to adhere to one or more provisions established in this RFP.
- b) Failure of the vendor to submit a proposal in the format specified herein.
- c) Failure of the vendor to submit a proposal within the time requirements established herein.

- d) Failure of the vendor to adhere to ethical and professional standards before, during, or following the proposal process.

The County may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may in its sole discretion, reject any or all proposals upon finding it is in the public interest to do so.

1.16 Modification or Withdrawal of Proposal by Vendor

- a) A proposal may not be modified, withdrawn, or cancelled by the vendor for 60 (sixty) calendar days following the time and date designated for the receipt of proposals.
- b) Proposals submitted early may be modified or withdrawn only by notice to the Deschutes County Project Manager, at the proposal submittal location, prior to the time designated for receipt of proposals. Such notice shall be in writing over the signature of the vendor. All such communications shall be so worded as not to reveal the amount of the original proposal or any other material contents of the original proposal.
- c) Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to vendors.
- d) Deschutes County reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

1.17 Proposal Ownership

- a) All proposals submitted become and remain the property of Deschutes County and, as such are considered public information and subject to public disclosure within the context of the Federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
- b) Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, Deschutes County shall make available to any person requesting information through Deschutes County’s process for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any vendor to do so after the Notice of Intent to Award has been released.

1.18 Duration of Proposal

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

1.19 Affirmative Action

By submitting a proposal, the vendor agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes.

1.20 Notification of Intent to Award

All responsive and evaluated respondents to this RFP will be notified of the Selection Committee’s

recommendation and the County's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the vendor.

1.21 Protest of Award

A vendor may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) the vendor must be adversely affected because the vendor would be eligible to be awarded the contract in the event the protest is successful; (2) the reason for the protest is that all the lower bids or higher ranked proposals are non-responsive; (3) the County has failed to conduct the evaluation of proposals in accordance with criteria or processes described in the solicitation document; (4) the County has abused its discretion in rejecting the protestor's bid as non-responsive; (5) the County's evaluation of the proposals or the subsequent determination of the award is otherwise in violation of ORS 279B.410.

The vendor must deliver the written protest to the Project Manager within seven (7) days after the issuance of the Notice of Intent to Award. A vendor's written protest shall specify the grounds for protest. The County shall not consider a vendor's contract award protest submitted after the above time line.

1.22 Reciprocal Preference Law

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible vendor, to add a percent increase to each out-of-state proposer's bid price which is equal to the percent of preference given to local vendors in the vendor's home state. That is, if the low vendor is from a state that grants a 10 percent preference to its own in-state vendors, the Oregon agency must add 10 percent to the vendor's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

<http://www.oregon.gov/DAS/EGS/ps/Pages/reciprocal.aspx>

Vendors in need of any assistance in the application of this law should contact the State Procurement Office:

State of Oregon, Department of Administrative Services, State Procurement Office,
1225 Ferry Street SE, U-140
Salem, OR 97301-4285
Telephone: (503) 378-4642

Section 2 – Scope of Work

2.1 Vendor Selection

The vendor selection process will consist of a solicitation of proposals from all vendors with experience providing the documented services and requirements.

In responding to the RFP, vendors should indicate how their proposal will address and fulfill the stated requirements in Section 2.2 and Exhibit A, provide a high level project schedule and timeline, and provide a competitive cost proposal with a completed Cost Proposal Certification – Exhibit C.

2.2 Scope of Work Requirements

Vendors should provide an application that eliminates duplication of time entry, reduces the need for multiple reviews, and decreases the time timekeepers and payroll personnel spend during a payroll cycle while not sacrificing the current high level of accuracy and timeliness.

The following information and functional requirements will be pertinent to your response to this request for proposal:

- The County pays approximately 1,000 employees per calendar month
- Include both one-time and on-going costs as separate line items
- Allow for time entry through a web browser user interface
- Allow for exception based entry of salaried employees
- Support monthly and biweekly payroll cycles and a potential transition from one cycle to the other
- Manage and report various forms of leave and compensation, including compliance with ACA, Oregon and Federal Family Medical Leave, collective bargaining agreements, and other state and federal regulatory requirements
- Provide audit capabilities for any changes made to an employee's timesheet
- Assist and support efforts to configure the time and attendance software
- Provide application, technical and administration training
- Provide on-going support and maintenance with excellent customer service
- Merge with a pending *implementation* of Human Resources and Payroll applications (estimated start date is October 2016)
- Interface with Munis Payroll System (Tyler Technologies) to import and export relevant payroll and leave information between the two systems (Tyler Technologies)
- Provide for an account number, and project code, compatible with the Munis system
- Accept uploaded leave information from the Munis payroll module
- Work with Tyler Technologies and the County to resolve any issues between the Munis system and the time and attendance application
- Strongest consideration will be given to applications that integrate seamlessly with the Munis system, allow for the most flexibility in workflows, provide multiple options to capture daily time worked, track FMLA/OFLA, and have a robust leave management capability.

2.3 Application Requirements

The time and attendance application should have the following capabilities:

- Electronic time capture capabilities utilizing the computers, smart phones, tablets and internet
- Ability to work in 24/7 and union environments
- Calculation rules and enforcement
- Flexible workflow approvals at multiple levels
- Absence Management including accrual tracking
- Scheduling and resource planning
- Employee Self Service
- Reporting and querying capabilities

2.4 Schedule and Timeline

Contractor should provide a project schedule that includes the following:

Project Plan Meeting

Hardware/Software Installation (if needed)

Analysis and Configuration

Implementation Phases

Parallel Payroll Processing Runs

Go Live

Section 3 – General Provisions

3.1 Independent Contractor

The contractor shall provide all labor, equipment, material, and supervision necessary to perform the required services. The parties intend that the contractor, in performing the services specified in this RFP, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The contractor is not considered an agent or employee of Deschutes County, and is not entitled to participate in any pension plan, insurance, or similar benefits Deschutes County provides its employees. The contractor must be willing and able to coordinate with the County's pending ERP Human Resources and Payroll implementation for installation, training, testing and timelines.

3.2 Definitions

County means Deschutes County, Oregon.

Contractor, Vendor or Proposer means the person or firm which has indicated the ability to perform the work of this RFP and by whom or on whose behalf the proposal was signed.

Deliverable means the acceptable product or service as identified in the Statement of Work; received as requested at the right time, place, quality, quantity and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

Family Medical Leave means that eligible employees of covered employers are entitled to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance under the same terms and conditions as if the employee had not taken leave.

Responsive Proposal means an offer or proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements.

Period means a period of time, unless stated as a number of County business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in the RFP document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

Work means all tasks specified or necessarily implied in this document to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, and other direct and indirect expenses necessary to achieve the result intended by the RFP document.

Section 4 – Proposal and Proposer Requirements

4.1 Submittal of Proposals

In order to be considered for this project, each proposer must provide nine (9) total copies of the proposal with one copy marked “original”. In addition to the hard copy version of the proposal, Proposer shall provide an electronic version of the proposal in non-editable, Adobe format. Sealed proposals must be received by the Deschutes County Finance Department, at 1300 NW Wall Street, 2nd Floor in Bend, Oregon, no later than the listed due date and time in Section 1.3. A representative of the organization who has been authorized to make such a commitment must sign the proposals. Proposals shall be submitted in a sealed envelope with the words “Time and Attendance Project” clearly written on it.

4.2 Proposal Format

Each proposal must include, at a minimum, the items listed in Section 2, as applicable. Proposals not including this information may be considered non-responsive to this request and will not be evaluated. Proposals shall have the sections tabbed to match those in Section 4.5 and with all pages numbered and a corresponding table of contents.

The proposal shall be prepared succinctly, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. The County reserves the right to reject proposals that are deemed illegible or too difficult to read.

4.3 Proposer Representations

The Proposer further agrees to:

- a) Examine the scope of services and conditions thoroughly,
- b) Be able to provide for required insurance, deposits and bonds,
- c) Comply fully with the scope of services as stated in the RFP document,
- d) Meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

4.4 Key Personnel

The Proposer shall acknowledge and agree that if selected, the Proposer is entering in an agreement because of the special qualifications of the Proposer’s key personnel. In particular, the County would be engaging the expertise, experience, judgment, and personal attention of key personnel. The County shall have the option to request a change in key personnel, if in the opinion of the County it is in the best interest of the County to make such a change. Proposer will provide the County with key personnel who have substantial experience with the Proposer’s product and services. Once key personnel have been assigned, the Proposer shall not reassign or transfer key personnel to other duties or positions without notifying the County. In the event that a replacement of key personnel is necessary, the replacement must be acceptable to the County.

4.5 Proposal Content (Mandatory)

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the County, may disqualify the Proposer.

a) Letter of Transmittal

Vendor shall include a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP. The name of the person(s) authorized to represent the Vendor in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result should also be included. For each authorized representative, provide mailing addresses, phone and fax numbers and email addresses.

b) Vendor Background and Qualifications

- a. Provide a narrative on vendor background and qualifications that includes:
 - i. The number of years the vendor has been in the public sector business
 - ii. A Chronology of the company's growth, staff size and ownership structure
 - iii. Describe the seniority, tenure and background of the senior management team.
 - iv. Provide a brief statement of the company's background demonstrating longevity and financial stability
 - v. Describe how the company measures customer satisfaction for software applications and customer service and support, and how issues with customer satisfaction are resolved

c) Project Understanding and Approach

Each Proposer shall describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed.

Vendor should list and describe any significant issues and concerns that need to be addressed. Other potential issues or risks not included in the "significant" category should be presented, along with any innovative or unique solutions. Include various general and/or specific tasks the Vendor views as important for prudent management and sequencing of the tasks required for a successful project.

d) Project Schedule and Timeline

Provide a project schedule and timeline as it corresponds with the County's pending HR/Payroll implementation (October 2016 through June 2017). Respond as to how you can meet this timeline and whether you have the resources to support this schedule.

e) References

Provide four (4) references from customers for which the Proposer is currently or has provided services as required in this RFP, within the last three (3) years, specifically counties and cities. Regional clients located in Oregon or the Northwest are preferred. References should have a comparable computing environment and be utilizing a recent version of the proposed software. Include the contact names, phone numbers, email addresses and mailing addresses. References may be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction and should be willing to be available for a conference call.

f) Cost Proposal

Attach and provide a cost for all software, hardware and services proposed including:

- Software license
- Proposed hardware
- Munis Payroll integration

- Training
- Annual support and maintenance

Include a signed copy of Cost Proposal – Exhibit C.

g) Requirements

Provide a clear, concise narrative description of the proposed software application and each of its functions.

Clearly and completely explain how each requirement listed in Section 2.3 will function.

Utilize a copy of the Requirements – Exhibit A form and indicate whether the software application can meet each requirement by marking Yes (Y) or No (N). If a vendor is selected for the demonstration phase, the vendor will be expected to show how each requirement marked with a “Yes” answer functions.

4.6 Additional Attachments Required

- Requirements List (Exhibit A)
 - Proposers are required to provide responses to all requirements.
- Cost Proposal Certification (Exhibit C)
 - Proposers are required to sign and submit this form attached to their Cost Proposal.
- Declaration of Independent Contractor Status (Exhibit D)
 - Select and submit one applicable form.
- Non-Collusion/Conflict of Interest Certification (Exhibit E)
 - Proposers are required to sign and submit this form.
- Addenda
 - All addenda of this RFP should be submitted as part of the proposal response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the designated location. Each Proposer should ascertain, prior to submitting a proposal, that the Proposer has received all addenda issued by Deschutes County. Addenda are posted on Deschutes County’s website at:
[Bids and RFPs | Deschutes County Oregon](#)

Proposal Submittal Checklist

Proposals must be submitted by the date and time designated at the address listed in the Request for Proposal (RFP) and marked received with the time and date by County staff. Any proposals submitted after the designated closing date and time or to any other location will be considered nonresponsive and will not be opened. It is the responsibility of the vendor to deliver the proposal by the indicated deadline to the designated location. If the vendor submits a proposal via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the proposal must be written on the outside of the delivery service packaging.

Vendors must submit nine (9) copies of their proposal. In addition to the hard copy version of the proposal, the vendor shall provide an electronic version of the proposal on a USB drive in non-editable, Adobe format. All proposals should include the following submittals to be considered responsive:

- Transmittal Letter
- Vendor Background and Qualifications
- Project Understanding and Approach
- Project Schedule and Estimated Timeline
- References
- Cost Proposal – Exhibit C
- Response to Requirements List – Exhibit A
- Functionality of the Proposed Product
- Declaration of Independent Contractor Status – Exhibit D
 - Select and submit one applicable form
- Non-Collusion and Conflict of Interest Certification – Exhibit E
- Cost Proposal – Exhibit C
- Signed Addenda (if applicable)

Section 5 – Proposal Selection and Evaluation

5.1 General Information

Each proposal will be judged on its completeness, quality of its content, and benefit to Deschutes County. The County reserves the right to reject any and all proposals and is not liable for any costs the Proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to the County. Upon the completion of the evaluations, the County intends to negotiate a contract with the Proposer whose responsive proposal is deemed most advantageous to the County. Special features or qualifications included in the proposal will be given due consideration.

5.2 Selection Committee

The Selection Committee will be comprised of Eight (8) members representing Finance, Information Technology, Human Resources, Sheriff’s Office, Road and Health Services. The role of the Selection Committee is to evaluate the proposals submitted and make a recommendation of award. The County may also seek expert advice to help review proposals. Such advisors to the Selection Committee may attend evaluation meetings and Proposer interviews, and lend any such expertise to the process as requested by the County. Any such person that is contacted by the County for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score.

While cost is important to the overall evaluation process, the experience and qualifications may be assigned a higher value. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the Committee to complete the evaluation process. The objective of requesting proposals is for the County to obtain the highest quality of services and product at a cost representing the best value to the County.

5.3 Scoring and Competitive Range

The criteria listed below will be used to evaluate the Proposers to determine the apparent successful Proposer. The County will evaluate and score each proposal on the criteria listed in Phase 1 below for the purpose of ranking the proposals. Total possible points will be 100 for Phase 1. Phase 2 will be comprised of demonstrations and interviews and will be worth an additional 100 points.

After the Phase 1 scoring is completed, the County will identify a competitive range of up to the (3, 4, 5?) highest ranking Proposers to move into Phase 2. The County may increase the number of Proposers in the competitive range if the County’s evaluation of proposals establishes a natural break in the proposal scores indicating that more than (3, 4, 5) proposers are closely competitive or have a reasonable chance of being determined the most advantageous proposer. The County may decrease the number of Proposers in the initial competitive range if the excluded Proposers have no reasonable chance of being selected as the most advantageous Proposer. The County shall provide written notice to all Proposers identifying Proposers in the competitive range.

The Proposers in the competitive range will be invited to participate in the demonstrations and interview process. The Proposer may participate in person at Deschutes County Administration

Building or remotely. Demonstrations may be (1-2) hours. Phone interviews will be approximately one hour at a later date. Proposers not making the competitive range will have a seven (7) calendar day period to protest the selection of the competitive range. Protest procedures are defined in Section 1.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score. If the final score of any Proposer in the competitive range is within five points of the highest final score of a Proposer, the County reserves the right to negotiate with any of these Proposers or may elect to negotiate a contract using best and final offers.

Points will be weighted as follows:

Phase 1 = 100 Points

Transmittal Letter	Pass/Fail
Proposal Review/Understanding and Approach	20
Fulfilling the Requirements	30
References	25
Cost	<u>25</u>
Total	100 points (100%)

Phase 2 = 100 Points

Demonstration of Requirements – Exhibit A	60
Ease of Use	20
Interviews	<u>20</u>
Total	100 points (100%)

5.4 Mandatory Requirements

5.4.1 Transmittal Letter

Vendor shall include a Transmittal Letter and expression of interest in the project. Vendor should indicate a willingness to enter into a contract with the County and meet the requirements of this RFP, including insurance requirements. The Transmittal Letter shall also name the person(s) authorized to represent the Vendor in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the Vendor and include their email address, telephone and fax numbers.

5.4.2 Proposal Review/Project Understanding and Approach

This evaluation component will allow the County to assess the Vendor’s understanding of the services and requirements for the project to be successful and meet the desired project timeline. Vendor should list and describe significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include various general and/or specific tasks the Vendor views are important for prudent management and sequencing of the tasks required for a successful project and project schedule. Describe the various functions and capabilities of the proposed software.

5.4.3 Fulfilling Requirements

The Vendor must have clearly and completely explained how they will support each requirement listed in Exhibit A. They should respond as to how they will meet the required deadlines and whether they have the resources to support an implementation schedule that merges with the County's ERP implementation.

5.4.4 References

References will be contacted by the County to assist with the evaluation of experience, expertise, and the customer's satisfaction. Provide four (4) references including the contact names, phone numbers, email addresses and mailing addresses from customers for whom the Proposer is currently or has previously provided services as required in this RFP, within the last three (3) years, preferably Oregon counties or cities. Each reference must be willing to make themselves available for a conference call.

5.4.5 Cost Proposal

The Vendor must provide separate costs for all software, hardware and proposed services including:

- a) Software license
- b) Implementation
- c) Annual support and maintenance
- d) Integration to ERP
- e) Proposed hardware
- f) Hardware integration
- g) Training

The Cost Proposal should incorporate Exhibit C.

5.4.6 Demonstrations – Functionality and Ease of Use

During the demonstrations, the County's subject matter experts of these requirements will score the requirements based upon functionality and ease of use. The Proposer may participate in person at the Deschutes County Administration Building or remotely. No costs associated with the on-site demonstration will be reimbursed by the County.

5.4.7 Interviews

Following the demonstrations, the County may conduct phone interviews with Proposers to ask additional questions. It is expected the interviews would last approximately 30 minutes to one hour.

5.5 Ranking of Proposals

Proposals may be ranked by the Selection Committee based on evaluation of responses and interviews (if any), with the first ranked Proposer being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Committee.

Proposer's scores will be totaled and ranked. Any Proposer's response to this RFP shall be considered de facto permission to Deschutes County to disclose the results, when completed, to selected viewers, public records requestors and others at the sole discretion of the County.

5.6 Negotiations

The County may commence serial negotiations with the highest ranked, eligible proposers or commence simultaneous negotiations with all eligible proposers. The County may negotiate:

- a) The statement of work;
- b) The contract price as it is affected by negotiating the statement of work;
- c) Any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

5.7 Last Best Offers

If, in the best interest of the County, it has chosen to employ a method of Proposer selection leading to last best offers, the County may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

Section 6 – Contract Requirements

6.1 Contract Award

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the standard county contract terms, entire RFP and attachments, Proposer's response, clarifications, addenda, and defined Statement of Work. All such materials constitute the contract documents. The issuing office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample agreement attached.

6.2 Insurance Requirements

The Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. In addition, the Proposer must also submit documents addressing general liability insurance, automobile and collision insurance, and an indication that there is no conflict of interest on the part of the Contractor's submission of a proposal for the services being solicited under this RFP.

The Proposer shall demonstrate willingness and ability to provide a Certificate of Insurance that reflects the insurance requirements listed in the sample agreement, Exhibit A, within ten (10) days of the Notice of Contract Award. If Proposer does not provide the required insurances, the County may elect to negotiate a contract with another Proposer.

6.3 Contract Administrator

Teri Maerki, Project Manager, will be the Contract Administrator for the Time and Attendance Project.

Exhibit A

Requirements

Provide a Yes/No on each of the functions below that is currently part of the product(s) included in your proposal. For each function that you answered Yes to, provide an explanation of how it works. If you are selected to provide a demonstration of the product, each of these functions should be included in the presentation.

Y/N	Function
	Create and administer automated pay calculation rules to enforce the County's policies with consistency including departments that have 24/7 and union contracts
	Electronic time collection and submission process
	Timecard approvals and edits (employees and managers)
	Payroll Processing Lock Out and Security
	Define approval paths with for multiple levels to include supervisors, managers and other key personnel in the workflow and set to be sequential or simultaneous
	Automatic emails and alerts to employees and managers
	The ability to track different types of pay hours and amounts
	Support any state or federal specific overtime laws
	ACA compliance
	FMLA/OFLA Tracking
	Enable employees to submit time off requests over the internet
	Allow employees access to their pay and accrual information
	Ability to view real time and attendance data
	Centrally manage time off and expenses at the department level
	Ability to set accruals to be earned for a specified period
	Adjust leave account balances and carry forward policies
	Manage leave account balance limits to avoid negative balances
	Enforce specific leave policies according to the County's rules
	View and track employee attendance and PTO in a calendar format
	Ability to view up-to-date time off requests and balances
	Access real time data on PTO balances for different leave categories
	Ability to drill down and view balance histories without running reports
	Ability to create schedules quickly and schedule staff for multiple shifts
	Ability to communicate schedules via mobile devices or cloud
	Scheduling for no show, use mobile technology to identify qualified substitutes, automatically notify them and select one to fill the shift
	Ability to export data and configure reports to filter and view data the way you need it

Schedule reports to be emailed at regular intervals and export reports to various file formats for convenient viewing

Exhibit B

DESCHUTES COUNTY ^{}(Insert Dept.)
SAMPLE CONTRACT
("Contract")**

This Contract is between Deschutes County ("County") and [], a corporation ("Contractor"). This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on the later of **, the date all warranties have expired or the date Contractor has completed delivery of all Goods and Services in accordance with the requirements of this Contract, as determined by County.

Contractor agrees to sell, and County agrees to purchase, Goods and Services for the benefit of County subject to the following terms and conditions:

RECITAL

This Contract is for the purchase and sale of the following: ** as set forth in the associated RFP, described in Schedule A attached hereto.

1. DEFINITIONS.

- A. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Services.
- B. "Goods" means the goods specified in section 2.
- C. "IRS" means the Internal Revenue Service.
- D. "Open Source Elements" means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.
- E. "Services" means the services, if any, that are incidental to the purchase of Goods and that Contractor is required to perform under section 2.
- F. "Specifications" means the specific attributes of Goods and Services described in section 3.
- G. "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Contractor.
- H. "Work Product" means all Goods and Services Contractor delivers or is required to deliver to County pursuant to this Contract.

2. REQUIRED GOODS, SERVICES, PRICING AND DELIVERY SCHEDULE.

Contractor shall deliver to County the following Goods and Services for the prices specified in this section 2.

A. GOODS.

i. Description and Quantity:

Price: \$

ii. Description and Quantity:

Price: \$

iii. Description and Quantity:

Price: \$

iv. Description and Quantity: **Contractor shall not deliver unless and until written notice is provided by County).**

Price: \$

B. SERVICES.

TRAINING: Contractor shall train to County's satisfaction the individuals identified by County in the operation, adjustment, repair and maintenance of Goods delivered under this Contract.

C. DELIVERY.

i. Contractor shall deliver Goods to County and shall perform Services, if any, at the following address: *

ii. Contractor shall deliver Goods F.O.B. place of destination.
Contractor shall retain the risk of loss of Goods until County accepts Goods in accordance with section 4.D.

iii. Contractor shall deliver Goods in accordance with the following delivery schedule:

iv. Contractor shall complete all Services in accordance with the following delivery schedule:_____.

v. TRAINING DELIVERY SCHEDULE:

County will issue a delivery schedule to Contractor for training that will specify the training date, time and location.

3. SPECIFICATIONS.

Contractor shall deliver all Goods and Services specified in section 2 in accordance with this section 3. Contractor's failure to deliver Goods and Services in accordance with the provisions of this Contract is a material breach of this Contract.

A. GENERAL PROVISIONS.

i. **NON-COMPLIANCE.** If any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify County of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. County may elect to (a) reject Goods in whole or in part, or (b) revoke its acceptance of Goods in whole or in part. If County rejects Goods or revokes its acceptance of Goods, Contractor shall remove the particular Goods from County's possession as provided in section 4.D.iv at no cost to County and shall reimburse County for all payments made for those Goods.

ii. **STANDARD COMPONENTS.** Unless specified otherwise in this section 3, Specifications, Contractor shall provide Goods with all components and accessories that the manufacturer lists as "standard" for Goods.

iii. **NECESSARY COMPONENTS.** Unless specified otherwise in this section 3, Specifications, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of Goods.

iv. **NEW AND UNUSED GOODS.** Unless specified otherwise in this section 3, Specifications, Contractor shall deliver Goods that are new, unused and produced from current production inventory. Contractor shall provide Goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for Goods.

B. DETAILED SPECIFICATIONS.

Please see Deschutes County * "Request for Proposal," dated February 5, 2016 and addenda regarding the detailed specifications of the goods to be provided.

4. TERMS AND CONDITIONS.

A. PAYMENT.

i. **County's Payment.** County shall pay Contractor for Goods delivered and Services performed at the prices and rates specified in section 2. Contractor shall look solely to County for payment of all amounts County owes to Contractor. Contractor shall not be compensated by any department of County other than County for Goods delivered or Services performed.

ii. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to County a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the IRS, as evidence that County is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at <http://www.irs.gov>. County may withhold payments to Contractor pending County's receipt from Contractor of the applicable, completed and signed form. If County does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to County that Contractor's information on the form provided is incorrect, County will withhold as federal income tax 30% of all amounts County owes to Contractor under this Contract.

iii. **Funds Available and Authorized; Payments.** Contractor understands and agrees that County's payment of amounts under this Contract is contingent on County receiving funding,

appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow County, in the exercise of its reasonable administrative discretion, to make payments under this Contract. Provided however, County shall pay Contractor for Goods and Services delivered prior to receipt of notice of non-appropriation.

B. INVOICES.

i. Contractor shall send invoices to County no more often than monthly after County's acceptance in accordance with section 4.D of Goods delivered under this Contract. Contractor shall send invoices to County for completed Services no more often than monthly.

ii. Contractor shall send all invoices to the County mailing address specified in section 7 or to any other address that County may indicate in writing to Contractor. Contractor shall include in each invoice:

- The Solicitation number if any, the Contract number if any;
- The quantity of Goods ordered, the quantity of Goods delivered, the date Goods were delivered, the price per unit, if applicable;
- A detailed description of Services performed, including the name or names of the individuals who performed Services and prepared the deliverables to which the invoice applies, the dates Services were performed, all deliverables delivered during the period of the invoices, the rate or rates for Services performed, and the total cost of Services
- Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract; and
- The total amount due, and the payment address.

C. MOST FAVORABLE PRICES AND TERMS.

Contractor represents and warrants that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local governmental entity or commercial customer.

i. If during the term of this Contract Contractor enters any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other state or local governmental entity or commercial customer, Contractor shall provide the same price or prices, terms and benefits to County. The prices, terms and benefits shall be effective as of the date Contractor made the more favorable terms or greater benefits available to any other state or local governmental entity or commercial customer. This provision applies to comparable goods and services and to purchase volumes by County that are not less than the purchase volumes of the state or local governmental entity or commercial customer that has received the lower prices, greater benefits or more favorable terms.

ii. Section 4.C.i does not apply to Contractor's donations of comparable goods and services to charitable, nonprofit or governmental entities if the donations are recognized as donations and are deductible under the federal Internal Revenue Code. These donations are not considered contracts, agreements or arrangements with other state or local governmental entities or commercial customers for purposes of section 4.C.i.

D. ACCEPTANCE, REJECTION AND REVOCATION OF ACCEPTANCE:

i. **ACCEPTANCE.** County shall test if County, in its sole discretion deems testing necessary, inspect and either accept or reject Goods delivered within fourteen (14) calendar days from the date Contractor delivers Goods to County. If County does not provide written notice of acceptance or rejection of Goods to Contractor within fourteen (14) calendar days following the date of delivery of Goods, County is deemed to have accepted Goods.

ii. REJECTION. If County rejects Goods, then County's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

- a. a description of nonconformance between Goods delivered and the required Specifications and warranties (including any variance from demonstrations or sample characteristics of Goods if Contractor provided demonstrations or samples);
- b. a description of any other nonconformance of Goods (including late delivery); and
- c. a statement indicating whether Contractor may cure the nonconformance and if so, the method by which and time period within which Contractor may cure.

iii. REVOCATION OF ACCEPTANCE. Notwithstanding County's acceptance of Goods under section 4.D.i County may revoke its acceptance of Goods for nonconformance with the Specifications. If County revokes acceptance of Goods, County shall deliver a written notice of revocation of acceptance to Contractor that includes the same information required for a written notice of rejection under section 4.D.ii.

iv. EFFECT OF REJECTION OR REVOCATION OF ACCEPTANCE. If County rejects Goods or revokes its acceptance of Goods, Contractor shall refund all payments County has made to Contractor for those Goods and shall, at no cost to County, remove Goods from County's possession within nine (9) calendar days following the later of the date of County's notice of rejection, the date of County's notice of revocation of acceptance, or the date of Contractor's failure to cure if cure is permitted. Nothing contained in this section 4.D precludes County from pursuing any remedies to which either may be entitled upon rejection or revocation of acceptance of Goods or otherwise under this Contract.

E. OTHER REPRESENTATIONS AND WARRANTIES.

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Contractor represents and further warrants that:

- i. Contractor has the authority to enter into and perform in accordance with this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;
- ii. All Goods delivered to County are new, unused, current production models and are free from defects in materials, design and manufacture for the duration of the warranty period specified in section 3 ("Warranty Period"). Contractor further represents and warrants that all Goods meet or exceed all Specifications;
- iii. All Goods delivered shall comply with all applicable federal health and safety standards.
- iv. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession; and
- v. Contractor is, and shall be at all times during the term of this Contract, qualified, professionally competent and duly licensed to perform Services. The warranties specified in this section 4.E are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give County the greatest warranty protection available.

F. MANUFACTURER WARRANTIES.

At no charge to County, Contractor shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the County for County's benefit when Contractor delivers Goods to County. If a conflict or inconsistency exists between a manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to County shall prevail.

G. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

i. Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as they may be adopted or amended from time to time.

ii. County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), and Deschutes County Code Chapter 2.37.150, all of which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

H. MATERIAL SAFETY DATA SHEET.

At the time Contractor delivers Goods to County, Contractor shall provide to County a "Material Safety Data Sheet" as defined by (OSHA) for any Goods delivered which may release or otherwise cause exposure to a hazardous chemical substance under normal conditions of use. Contractor shall properly label, tag or mark those Goods.

I. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

J. FORCE MAJEURE.

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

K. INSURANCE.

Contractor shall obtain the insurance required under section 5 prior to performing under this Contract and shall maintain the required insurance throughout this duration of this Contract and all Warranty Periods.

L. INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING.

i. Contractor shall perform all Services as an independent contractor. Although County may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services

required under this Contract. Contractor is not an "officer", "employee", or "agent" of County as those terms are used in ORS 30.265,

ii. If Contractor is currently performing work for the County, the State or Oregon or the federal government, Contractor by signature to this Contract declares and certifies that Contractor's performance under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing state (state or federal) would prohibit Contractor's performance under this Contract.

iii. Contractor shall pay or cause to be paid all federal and state taxes applicable to Contractor's compensation under this Contract, and County will not withhold from Contractor's compensation any amount to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from Contractor's compensation under this Contract.

M. INDEMNIFICATION.

i. GENERAL INDEMNITY. EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY COUNTY, ITS OFFICERS, DIRECTORS, AGENTS and EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE PARTY OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

ii. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 4.N.i, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF OR RELATING TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM DELIVERED UNDER THIS CONTRACT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE COUNTY'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED, THAT COUNTY SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

iii. COUNTY SHALL REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO COUNTY LEGAL COUNSEL TO DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS AND SHALL BEAR ALL COSTS OF SUCH COUNSEL. COUNTY MAY ELECT TO ASSUME ITS OWN DEFENSE WITH AN ATTORNEY OF ITS OWN CHOICE AND AT ITS OWN EXPENSE AT ANY TIME COUNTY DETERMINES IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIMS AND INFRINGEMENT CLAIMS SHALL OCCUR WITHOUT THE CONSENT OF COUNTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

N. ASSIGNMENT OF ANTITRUST RIGHTS.

i. CONTRACTOR IRREVOCABLY ASSIGNS TO COUNTY ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES

PROVIDED TO CONTRACTOR FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT COUNTY'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

ii. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS CONTRACT TO IRREVOCABLY ASSIGN TO COUNTY, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS CONTRACT, INCLUDING, AT COUNTY'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

O. EVENTS OF BREACH.

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

a. 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;

b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the required license or certificate within fourteen (14) calendar days after delivery of County's notice of breach or a longer period as County may specify in its notice; or

c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, and Contractor fails to cure its breach within fourteen (14) calendar days after delivery of County's notice of breach or within a longer period as County may specify in its notice.

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

a. County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure this failure within fourteen (14) business days after delivery of Contractor's notice of breach or within a longer period as Contractor may specify in its notice; or

b. County commits any material breach of its obligations under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and fails to cure its failure within fourteen (14) calendar days after delivery of Contractor's notice of breach or a longer period as Contractor may specify in its notice.

P. REMEDIES.

i. County's Remedies. If Contractor is in breach under section 4.O.i, then in addition to the remedies afforded elsewhere in this Contract, County shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS Chapter 72. County may, at its option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

a. Termination of this Contract under section 4.R.ii;

- b. Withholding all amounts Contractor has invoiced for Goods and Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
- d. Exercise of the right of setoff and withholding amounts otherwise due and owing to Contractor in an amount equal to County's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If Contractor is found to not be in breach under section 4.P.i, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 4.R.ii.a.

ii. Contractor's Remedies. If County terminates this Contract for convenience under section 4.R.ii.a, or if County is in breach under section 4.O.ii and whether or not Contractor elects to exercise its right to terminate this Contract under section 4.P.iii, Contractor's sole remedy is a claim against County for the unpaid price for any Goods delivered and accepted by County less any claims County has against Contractor and is as follows for unpaid Services completed and accepted by County:

- a. For Services compensable on an hourly basis, a claim against County for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by County less any claims County has against Contractor.
- b. For deliverable-based Services, a claim against County for the amount specified for completing the deliverable multiplied by the percentage of Services completed and accepted by County, less previous amounts paid and the amount of any claims County has against Contractor.

If previous amounts paid to Contractor for Goods and Services exceed the amount due to Contractor under this section 4.P.ii, Contractor shall pay the excess amount to County immediately upon written demand.

Q. ATTORNEYS' FEES.

Except for defense costs and expenses pursuant to section 4.N, neither County nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

R. TERMINATION.

- i. MUTUAL CONSENT. The Contract may be terminated at any time by mutual written consent of the parties.
- ii. County:
 - a. County may, at its sole discretion, terminate the Contract for its convenience upon 30 days written notice to Contractor.
 - b. County may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as County may establish in its notice, upon the occurrence of any of the following events:
 - 1. County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow County, in the exercise of its reasonable

administrative discretion, to make payments under this Contract. In the event County does fail to receive funding to complete the contract, Contractor shall be paid for all work completed as of the date set in the notice.

2. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Goods or Services, or both, by the County under this Contract is prohibited, or the County is prohibited from paying for Goods or Services, or both, from the planned funding source; or

3. Contractor commits any material breach of this Contract.

Contractor shall stop performance under this Contract as directed by County in any written notice of termination delivered to Contractor under this section 4.R.ii.

iii. CONTRACTOR. Contractor may terminate this Contract immediately upon written notice to County, or at a later date as Contractor may establish in its notice, if County is in breach under section 4.O.ii.

S. INTELLECTUAL PROPERTY & OPEN SOURCE; TITLE TO GOODS.

i. New Works. All intellectual property rights in the Work Product created by Contractor under this Contract shall be the exclusive property of County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, 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.

ii. Contractor Intellectual Property. If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, 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.

iii. Third Party Intellectual Property. To the extent Contractor has the authority, Contractor shall sublicense or pass through to County all Third Party Intellectual Property. Contractor represents and warrants that it has provided written disclosure to County of all Third Party Intellectual Property that must be independently licensed by County to fully enjoy the benefit of the Work Product. If Contractor failed to provide such written disclosure, 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, make, 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.

iv. Open Source Approval and Notice. Any Open Source Elements in the Work Product must be approved in advance and in writing by County. If County approves the use of Open Source Elements, Contractor shall:

- a. Notify County in writing that the Work Product contains Open Source Elements;
- b. Identify the specific portion of the Work Product that contain Open Source Elements; and
- c. Provide a copy of the applicable license for each Open Source Element to County.

v. Title to Goods. Title to Goods passes to County in accordance with ORS 72.4010.

T. ACCESS TO RECORDS.

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

U. NOTICES.

All notices required under this Contract shall be in writing and addressed to the party's authorized representative. For County, the authorized representative is the County contact person identified in section 8. Contractor's authorized representative is the contact person identified in section 7. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative.

V. GOVERNING LAW.

The Contract is governed by and construed in accordance with the laws of State of Oregon without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs Goods under this Contract. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it does not apply to this Contract.

W. VENUE; CONSENT TO JURISDICTION.

Any claim, action, suit or proceeding (collectively, "Proceeding") 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 State for Deschutes County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of County's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

X. SURVIVAL:

In addition to all provisions which by their nature extend beyond the Contract termination or full performance, the following provisions shall remain in effect beyond any Contract termination or full performance: sections 1, 3, 4.A, 4.D, 4.E, 4.F, 4.L, 4.N, 4.O, 4.Q, 4.R, 4.T, 4.U, 4.W, 4.X, 4.Y, 4.CC and section 5.

Y. SEVERABILITY.

If a court of competent jurisdiction declares any provision of this Contract to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

Z. SUBCONTRACTS; ASSIGNMENT; SUCCESSORS.

i. SUBCONTRACTS. Contractor shall not enter into any subcontracts for any Services required under this Contract without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract provisions to ensure that County will receive the benefit of subcontractor's performance as if the subcontractor were Contractor with respect to sections 3, 4.E, 4.F, 4.I, 4.J, 4.N, 4.O, 4.T, 4.U, 4.W, 4.X, and 4.AA. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

ii. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without County's prior written consent. County's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.

iii. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns, if any.

AA. MERGER CLAUSE; AMENDMENT; WAIVER.

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. This Contract may be amended to the extent permitted by applicable statutes and administrative rules. For Anticipated Amendments, this Contract may be amended only in accordance with and to the extent provided in the Solicitation, if any, and this Contract, in accordance with OAR 125-246-0560. No waiver, consent or amendment of terms of this Contract shall bind either party unless in writing and signed by County and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

BB. THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. County is an intended beneficiary of the terms of this Contract.

CC. 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.

DD. SB 675 (2015) REPRESENTATION AND COVENANT.

- (a) Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- (b) Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.

(c) Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

5. INSURANCE.

A. REQUIRED INSURANCE. Contractor shall obtain the insurance specified in this section 5 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all Warranty Periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County.

i. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers who work under this Contract in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless these employers are exempt under ORS 656.126(2). Contractor shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

ii. COMMERCIAL GENERAL LIABILITY.

Required by County **Not required by County.**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal and advertising injury liability, products and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.

iii. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by County **Not required by County.**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$ 1,000,000

iv. EMPLOYERS' LIABILITY.

Required by County **Not required by County.**

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000, and annual aggregate limits of not less than \$1 million.

v. POLLUTION LIABILITY.

Required by County **Not required by County.**

Pollution Liability Insurance covering Contractor's liability for bodily injury, property damage and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by Contractor, all arising out of Goods delivered or Services (including transportation risk) performed under this Contract. Combined single limit per occurrence shall not be less than \$____, or the equivalent. Annual aggregate limit shall not be less than \$____.

B. ADDITIONAL INSURED.

The commercial general liability insurance and automobile liability insurance required under this Contract shall include County, and its officers and employees as Additional Insureds with respect to Contractor's performance obligations under this Contract. Contractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of

- i. County's acceptance of all Goods in accordance with section 4.D (if acceptance has not been revoked in accordance with section 4.D.iii),
- ii. The completion of all Services required under this Contract, or
- iii. The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to County, upon request, certification of the coverage required under this section 5.C.

D. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County. No later than fourteen calendar days following the effective date of any insurance policy renewals, Contractor shall deliver to County all documentation evidencing renewal of the particular insurance policy renewed.

E. CERTIFICATE(S) OF INSURANCE.

Upon County's request, Contractor shall provide to County Certificate(s) of Insurance for all required insurance. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

6. 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 directly access 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 reasonable 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.

7. CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;
- B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.
- C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- E. Contractor's Federal Employee Identification Number or Social Security Number specified below is correct;
- F. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract and will provide Goods and Services in accordance with the Specifications; and
- G. Contractor ___ is / ___ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one). See section 4.A.ii.

Contractor (print Contractor's name):

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

FEIN ID# or SSN# (required): _____

Contractor's Contact Person (Type or Print): _____

Contact Telephone Number: (_____) _____

Contact Fax Number: (_____) _____

Contact E-Mail Address: _____

Mailing Address: _____

8. SIGNATURE OF COUNTY'S AUTHORIZED REPRESENTATIVE.

Deschutes County accepts Contractor's offer and awards this Contract to Contractor for Goods and Service described in this Contract.

Deschutes County acting by and through

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

County's Contact Person (Type or Print):

Contact Telephone Number: (541)

Fax Number: (541)

E-Mail Address:

County Mailing Address:

Exhibit C

Cost Proposal Certification

In accordance with the Request for Proposal for the Employee Time and Attendance System issued by Deschutes County, Oregon, the firm referenced below, hereby submits a Cost Proposal and Deliverables Schedule.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Deschutes County for the services identified in the Request for Proposal. In addition, all Deschutes County Project requirements, including insurance requirements, have been reviewed and are incorporated in this cost proposal.

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit D

Declaration of Independent Contractor Status

Sole Proprietorship

The undersigned, _____, doing business as _____, do hereby declare and agree as follows:

1. I am a sole proprietor doing business as _____ and am the only person interested as a partner or principal in that business. I employ no person for the performance of any work, including clerical and administrative tasks.
2. All work to be done under contract with Deschutes County, Oregon, will be performed by me or by subcontractors who will be required to obtain Workers' Compensation coverage as insured or self-insured employers unless such subcontractors file with Deschutes County joint declaration, signed by me as well, affirming their independent contractor status and the fact that they employ no employees subject to provisions of ORS Chapter 656.
3. I am an independent contractor of Deschutes County, and recognize that I am not entitled to and waive all claims under any Workers' Compensation coverage afforded by the County to its employees as an insured or self-insured employer.

Signature, Sole Proprietor

Exhibit D

Declaration of Independent Contractor Status Corporation

The undersigned, doing business as _____,
employs no person other than corporate officers for the performance of any work, including clerical
and administrative tasks. All work to be done for Deschutes County, Oregon, will be performed by the
corporate officers of the corporation, or by subcontractors who will be required to obtain Workers'
Compensation coverage as insured or self-insured employers unless such subcontractors file with
Deschutes County a joint declaration, signed by an officer of the corporation as well, affirming their
independent contractor status and the fact they employ no employees subject to the provisions of ORS
Chapter 656.

_____ is an independent contractor of
Deschutes County, and the corporate officers thereof recognize that we are not entitled to and waive all
claims under any Workers' Compensation coverage afforded by the County to its employees as an
insured or self-insured employer.

Name of Corporation

By: _____
(Please Print or Type)

Signature

Title

Date

Exhibit D

Declaration of Independent Contractor Status

Partnership

The undersigned, _____
do hereby declare and agree as follows:

1. We are partners doing business as _____
and are the only persons interested as partners or principals in that business. We employ no persons for the performance of any work, including clerical and administrative tasks.
2. All work to be done under contract with Deschutes County, Oregon, will be performed by us or by subcontractors who will be required to obtain Workers' Compensation coverage as insured or self-insured employers unless such subcontractors file with Deschutes County a joint declaration, signed by us as well, affirming their independent contractor status and the fact they employ no employees subject to the provisions of ORS Chapter 656.
3. We are independent contractors of Deschutes County, and recognize that we are not entitled to and waive all claims under any Workers' Compensation coverage afforded by the County to its employees as an insured or self-insured employer.

All partners must sign:

_____ <i>(Partner 1 Signature)</i>	_____ <i>(Partner 1 Printed Name)</i>	_____ <i>Date</i>
_____ <i>(Partner 2 Signature)</i>	_____ <i>(Partner 2 Printed Name)</i>	_____ <i>Date</i>
_____ <i>(Partner 3 Signature)</i>	_____ <i>(Partner 3 Printed Name)</i>	_____ <i>Date</i>
_____ <i>(Partner 4 Signature)</i>	_____ <i>(Partner 4 Printed Name)</i>	_____ <i>Date</i>
_____ <i>(Partner 5 Signature)</i>	_____ <i>(Partner 5 Printed Name)</i>	_____ <i>Date</i>
_____ <i>(Partner 6 Signature)</i>	_____ <i>(Partner 6 Printed Name)</i>	_____ <i>Date</i>

Exhibit E

Non-Collusion and Conflict of Interest Certification

The undersigned hereby proposes and, if selected, agrees to furnish all services in accordance with this Request for Proposal, Exhibits, Attachments and any supporting Addenda.

Certifications

Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the County. The fees and prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Conflict of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party there to certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Board of County Commissioners, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the award of this proposal, or in the services to which this proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this proposal to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Sample Contract, and associated inclusions and references, specifications, Proposal form, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the County, and all other Proposer's submittals.

Reciprocal Preference Law – Residency

Resident Proposer () Non-Resident Proposer ()

Signature Block

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete and current.

Proposer's Printed Name

Telephone Number

Mailing Address, City, State, Zip

FAX Number

Signature

Email Address

Date