



# **REQUEST FOR PROPOSAL**

## **Correctional Facility System Control Panel**

**PROPOSALS DUE: March 27, 2025, 5:00 PM PST**

**Deschutes County**  
**Sheriff's Office, Adult Jail**  
63333 West Highway 20  
Bend, Oregon 97703

## DESCHUTES COUNTY, OREGON REQUEST FOR PROPOSAL

Deschutes County, a political subdivision of the State of Oregon, is releasing this competitive solicitation to secure one (1) contractor to provide a correctional facility access control panel and system maintenance to include preventive and repair maintenance.

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

RFP packets are available on the Deschutes County website at: <https://www.deschutes.org/rfps>. Proposers intending to submit proposals must register on-line when retrieving the RFP packet.

Proposals must be received no later than **5:00 PM, on March 27, 2025** to be eligible for consideration. All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Deschutes County to select any single proposer and Deschutes County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Inquiries pertaining to the RFP shall be directed to Heather Herauf, Procurement Manager in writing at [Heather.Herauf@deschutes.org](mailto:Heather.Herauf@deschutes.org).

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## SECTION 1: INTRODUCTION

Deschutes County is a local county government agency located in central Oregon. Deschutes County serves a local population of approximately 200,000 residents with a combined agency staff of approximately 1,300 employees. Business operations range across construction permits, law enforcement, public health services, assessment & taxation, public landfill, elections and many more.

The Deschutes County Sheriff's Office Adult Jail (DCAJ) is requesting proposals from qualified contractors to install, configure, and maintain an Access Control System for the Deschutes County Jail.

DCAJ opened in October, 1994. The facility is an indirect supervision jail located at 63333 West Highway 20, Bend, Oregon 97703. Maximum capacity is 362 inmates, including pretrial and sentenced offenders. There are 110 employees assigned to the DCAJ. Employees work eight, ten, or twelve hour shifts, depending on their assignments.

The work center is a separate building located approximately 200 feet from the adult jail. The maximum capacity for the work center is 90 sentenced offenders. Many inmates lodged in the work center work outside of the facility during the day. Nine employees will be assigned to the work center, working eight, ten, or twelve hour shifts, depending on their assignments. Inmates and staff will receive meals made from the adult jail.

- Brief project description:
  - Contractor will provide and support the installation, configuration, and maintenance of an Access Control Systems (ACS) at DCAJ.
  - Integration and support for intercom system.
  - Integration with VMS and recording.
  - Contractor will design, install, implement, configure, and support new ACS.
  - Contractor must have the ability to integrate ACS, Video Monitoring System (VMS), facility environmental controls, and intercom components into a physical security system. These physical security systems are complex and include network video hardware and software, access control hardware and software, and database servers.
  - DCAJ anticipates the award of one (1) Agreement resulting from this RFP.

Additional details on the Scope of the goods and services are included in the Scope of Work.

Contingent upon approval by the Deschutes County Board of Commissioners and/or the designated procurement official, the County intends to award one (1) contract to the responsive proposer whose proposal is determined to be the most responsive to the requirements of this RFP. The initial implementation term of the resulting contract(s) is estimated to begin on or about June 1, 2025 and terminate on June 30, 2026, with the option to renew for three (3) additional three (3) year terms, for a maximum term of ten (10) years, subject to County approval. Deschutes County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance and continued funding.

The budget for this work for year 1, inclusive of implementation, is \$350,000 and the budget for future years will be determined by the awarded contract. The County at its sole discretion may omit the work center from the Scope if it's found to be in the best interest of the County.

Proposer will be expected to furnish current insurance certificates as outlined in Exhibit 2 of Exhibit A, Sample Agreement, in this RFP and provide a copy of applicable certifications. In some circumstances, an insurance waiver may apply, subject to County approval. Proposer will be required to agree to the County's standard Services Agreement in Exhibit A.

## SECTION 2: SCOPE OF WORK

### PROJECT DESCRIPTION

#### Objectives:

To replace current Access Control System (ACS). The current Access Control System is AVEVA Edge formally (InduSoft Web Studio) a customized system provided by Accurate Electronic Unlimited, Inc.

#### Background:

The other current systems in use are as follows:

- Video Monitoring System (VMS) software uses Valerus by Vicon.
- The intercom system is Harding.
- The toilet controls are Sloan.
- The lighting controls in North Jail are the original 1997 Intelligent Light Controls Inc relays model TR-120A. These will need to be removed and upgraded to the Lighting Control & Design (LC&D) model GR2400 or equivalent.
- The lighting controls in South Jail are LC&D Model GR2400.
- The North Jail TVs also use the 1997 Intelligent Light Controls Inc relays model TR-120A. These will need to be removed and upgraded to the Lighting Control & Design (LC&D) model GR2400 or equivalent.
- The South Jail TVs are controlled by the existing LC&D GR2400.
- The North Jail exhaust fan is not currently controlled.
- The South Jail exhaust fans are controlled through the existing PLC.
- The telephone controls are ViaPath and Telmate.

All systems are managed locally from a central control room and are managed through the ACS platform.

#### Overview of Work Required:

##### 1. Work Monitoring and Authorization

- a. All work shall be monitored and authorized by the Deschutes County Sheriff's Office Information Technology Department (DCSO IT) as defined below:
- b. **DCAJ Contract Administrator:**  
Jonathan Spring  
[jonathan.spring@deschutes.org](mailto:jonathan.spring@deschutes.org)  
541-617-3308
- c. Implementation work and ongoing preventive maintenance shall be performed during the agreed upon hours that will be outlined in the negotiated contract. Contractor shall propose a schedule outlining schedule sufficient to complete the work. All overtime work must be authorized by DCSO IT prior to performing any overtime or after hours work. Contractor shall call the DCSO IT at the number or email address listed in section 1.b. to schedule all appointments.

## **New System Installations - Access Control Systems**

- The County will replace the ACS only. All other existing control platforms will remain the same.
- The Valerus VMS shall be integrated using an established API that will allow video to be linked to the ACS alarm record.
- The ACS shall provide integrated ACS alarm, related VMS video clips and monitoring from the ACS alarm report using the ACS web client.
- ACS controllers shall be industry standard to ensure source availability from multiple commercial suppliers across various ACS platforms.
- Needs to integrate with existing door locking mechanisms.

## **Power and Back-Up Battery Requirements**

- ACS panels shall provide required circuit protection.
- ACS equipment must be equipped with required lightning and surge protection.
- Contractor shall provide LAN cabling (if required) to extend LAN connections as approved by DCAJ.
- All DCAJ cameras must be controlled by the Valerus VMS.
- Contractor shall provide PLC and other facility connected equipment.

## **DCAJ Provided Equipment**

- DCAJ shall provide PoE LAN switches and desktop computers, touch screens as needed. Per the requirements provided by the Contractor.
- UPS equipment to support DCAJ LAN will be provided by DCAJ if needed. ACS and server appliances shall be APC approved or better and shall be provided by DCAJ based on Contractor requirements. County shall contract with a separate contractor for cabling as needed.

## **Routine Maintenance/Service Calls/Repairs**

- Contractor shall provide four quarterly system maintenance inspections per year. Should repairs be required, whenever possible DCAJ would like system repairs to be performed during the same visit. All repairs are subject to approval of DCSO IT.
- For each service call placed by the DCSO IT including investigation, troubleshooting, or repair assessments the Contractor will provide a written estimate and scope of work. This documentation should outline all proposed tasks, labor, parts, and associated costs for addressing issues with access control, video management systems, or any other system equipment. The County will identify the severity of the service call and Contractor shall escalate the call according to the following table:

(For the purposes of this RFP please identify proposed turnaround times for response.)

<b>Service Call Type</b>	<b>Response Time Required</b>
Urgent Work Stoppage – In person	
Medium – In person	
Low – In person	
Urgent Work Stoppage – Remote in	
Medium – Remote in	
Low – Remote in	

- Time associated with any service call shall be billed at time and materials based on the hourly rate structure. Contractor must provide all factory-authorized replacement, refurbished parts, or approved equal, kits, accessories and materials needed to provide maintenance and repair.
- All estimates for service calls, maintenance or repairs, follow-up visits or new installations must be approved by the DCAJ Contractor Administrator prior to the work being performed.
- The DCSO IT will direct, authorize, coordinate schedules and building access for all scopes of work, maintenance or repair visits and installation projects.

### **License Fees/Warranties/IP Addresses**

- License fees and warranty information shall be included in each written estimate as it pertains to the software, equipment or system installation.
- Contractor shall provide and manage software licenses as needed.
- Contractor shall provide DCSO IT with a list of licenses for associated software, equipment, or users when requested. Response shall be fulfilled within 10 business days of request.
- DCSO IT shall provide all IP address to Contractor upon request.

### **Drawings**

- Contractor shall provide an as-built drawing for new access control installation.
- Contractor shall provide an as-built drawing and spreadsheet to identify all switch/port connections used for ACS installation.

### **System Upgrades**

- Software/server/equipment/maintenance upgrades shall be scheduled as needed and approved by Contract Administrator. Contractor shall provide change log and/or release notes prior to upgrade. This process will be evaluated annually.
- The DCAJ shall be alerted by Contractor to any software vulnerabilities or deficiencies detected as soon as the Contractor is aware of such vulnerability. The Contractor shall have a process to ensure that urgent updates or patches are deployed to correct any software vulnerabilities as soon as available from Contractor or software vendor. Contractor shall ensure that updates or patches can be removed, and software restored to its normal operation within 24 hours if an update or patch causes operational issues with the software. Contract Administrator shall approve all changes prior to installation.
- Contractor shall provide access to their software, files, and server password whenever DCAJ assistance is requested for remote software upgrades or downloads, otherwise, all software installation or upgrades must be performed by Contractor in coordination with DCSO IT Department for remote access to each user's equipment.
- The DCSO IT shall be the single point of contact to coordinate and approve all annual system maintenance, installation of new equipment or software, server or equipment upgrades and maintenance or repairs as necessary.

### **Schedule:**

DCAJ would like the new system to be fully implemented by June 30, 2026. In response to this RFP, outline proposed implementation schedule, and identify the recommended frequency of preventive maintenance work and the method, remote or in person, for the maintenance schedule.

### SECTION 3: PROPOSAL PREPARATION, SCHEDULE, CRITERIA AND REVIEW

There will be a mandatory on-site pre-proposal meeting on **March 12, 2025, from 9:00 – 11:00 AM PST** where the Contractor will be able to view the existing system and the County will describe the project vision and will answer questions. Statements made by County representatives at the pre-proposal conference are not binding on the County unless confirmed in an addendum.

The meeting will be held at the Deschutes County Adult Jail located at 63333 US-20, Bend, OR 97701. Contractors will be asked to meet outside of the jail at the designated time and will be escorted into the facility by the Procurement Manager.

**IMPORTANT** Contractors intending to attend the mandatory on-site pre-proposal meeting will be required to submit The Deschutes County Sheriff's Office Personal Inquiry Waiver & Release Form by no later than March 6, 2025 by 5:00 PM. The form is attached as Exhibit C. Failure to submit the form by the date specified will result in a non-responsive proposal.

The mandatory on-site pre-proposal meeting will begin promptly at 9:00 AM and will last approximately 2 hours. **NO LATE arrivals will be admitted once the meeting has started, no exceptions.** Failure to attend the meeting will result in a non-responsive proposal.

All questions shall be made in writing via email to Heather Herauf, Procurement Manager in writing at [Heather.Herauf@deschutes.org](mailto:Heather.Herauf@deschutes.org) by **5:00 p.m. PST on March 18, 2025**. Fax or phone requests for information will not be accepted. Responses to questions will be made in writing as soon as practical and no later than 10 days before the proposal due date.

Proposers intending to submit a proposal **must register on-line** when retrieving the RFP packet for this project at: <https://www.deschutes.org/rfps>.

Proposals must be received no later than **5:00 PM PST on March 27, 2025**. **Proposals received after the deadline will not be considered.**

The County anticipates the following schedule for the project:

RFP advertisement:	February 28, 2025
Mandatory proposer meeting:	March 12, 2025 at 9:00 AM PST
Last day to submit questions:	March 18, 2025
Last day to protest solicitation materials:	March 18, 2025
Date of final addendum:	March 20, 2025
Proposal due date:	March 27, 2025 at 5:00 PM PST
RFP review completed:	April 11, 2025
Interviews (if held):	April 28 through May 16, 2025
Notice of Intent to Award:	May 23, 2025
Protest period:	Due within 7 days of Notice of Intent to Award issuance.
Notice to proceed:	May 30, 2025
Contract start:	June 1, 2025

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

The Proposal will be evaluated on the completeness and quality of content. Only those proposers who supply complete information as required in the Evaluation Criteria below will be considered for evaluation.

Deschutes County reserves the right to:

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

It is understood that all statements will become part of the public file on this matter, without obligation to Deschutes County. The County is not liable for any cost incurred by proposers in the preparation or presentation of their proposal.

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

#### **SECTION 4: SUBMISSION**

Submit the Proposal in pdf format (30 MB maximum file size) as an email attachment to Heather Herauf [heather.herauf@deschutes.org](mailto:heather.herauf@deschutes.org) no later than **5:00 PM PST on March 27, 2025**. Enter **"RFP: Correctional Facility System Control Panel"** as the email subject line.

Direct all questions or inquiries to:

Heather Herauf, Procurement Manager  
Deschutes County, Finance  
Email: [Heather.Herauf@deschutes.org](mailto:Heather.Herauf@deschutes.org)



## SECTION 5: EVALUATION

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

### Evaluation Criteria:

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

	ITEM	MAXIMUM SCORE
	Attendance at the mandatory pre-proposal meeting	Pass/Fail
A	Signed Introductory Letter	Pass/Fail
B	Exhibit 7: Minimum Technical Requirements	10
C	Exhibit 7: Full Technical Requirements	10
D	Exhibit 7: Requirement Evaluation Criteria	20
E	Exhibit 7: Vendor Support	20
F	Proposer's Capabilities (Service Capabilities)	15
G	Understanding and Approach (Scope)	15
H	Communication and Availability	5
I	Pricing	10
J	Supportive information (references, resumes, licenses, etc.)	20
K	Interview, Reference Site Visit, or Demo if Conducted	25

### Criteria Explanation

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

### B. C. D. E. Exhibit B

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

**G. Project Understanding and Approach:** This criterion relates to the basic or preliminary understanding of the project, and the methodology and course of action used to meet the goals and objectives of the project. The basic issue is whether the proposer has a clear and concise understanding of the project (based on existing information) and the major issues to address and whether a project approach has been formulated. List key dedicated staff for implementation and for future maintenance and service calls. Resumes to be included in Section J.

**H. Communication and Availability:** This criterion relates to the Proposer's accessibility, availability, and interaction with the Deschutes County staff.

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

**J. Supportive Information:** Supportive material to include a copy of Proposers Certificate of Liability Insurance, resumes, and references.

1. Provide evidence of up-to-date business liability insurance.
2. Resumes shall only be included for key personnel dedicated to this project.
3. References:
  - a) Similar customers (by type and size) contracted within the last three years, which best characterizes your ability to complete the Statement of Work.
  - b) It is preferred but not required that the Proposer provide State, Local, or Federal customers contracted within the last three years, which best characterizes your ability to complete the Statement of Work.
  - c) It is preferred that Vendors provide references in the Northwest for the purposes of potential onsite visits to see reference's system.

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

#### **Limitations:**

- Section A limited to a total of one (1) page of text, for the introductory letter.
- Sections B-E, Exhibit B response cells are limited to 200 characters. Please be direct in your responses.
- Sections F- H nine (9) pages of text total for all 3 sections.
- Section I pricing, limited to a total of two (2) pages of text.
- Section J, supportive information, limited to eight (8) pages of text.
- The limitation does not apply to covers or dividers unless they are used to convey Project information. Any 11 X 17 pages will be counted as two pages.
- Pages beyond these page limitations will not be evaluated.
- The Proposer shall number the pages in consecutive order.
- Proposal text shall be legible. Arial typeface is preferred, but not required. Minimum font size of 11 point.

## **SECTION 6: WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn in writing prior to the Due Date. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as Deschutes County specifically cancels the procurement, rejects the proposal, or awards a contract(s).

## **SECTION 7: ACCEPTANCE OR REJECTION OF PROPOSALS**

In awarding a contract(s), Deschutes County will accept and consider the proposal or proposals which, in the estimation of Deschutes County, will best serve the interests of Deschutes County. Deschutes County reserves the right to award a contract to the Proposer(s) whose proposal is most advantageous to Deschutes County based upon the evaluation process and evaluation criteria contained within this RFP. Deschutes County reserves the right to accept or reject any or all proposals. Any proposal which Deschutes County judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

## **SECTION 8: SELECTION**

The proposals will require approximately 14 calendar days for evaluation. The top ranked proposers may, at the County's discretion, be required to participate in a demo/interview in support of their proposal to the evaluation committee. The interview will serve to assist the County in selecting the successful proposer and will serve as a tool to refine scoring of the RFP to produce a final ranking. Contract negotiations will follow the selection of the top proposer. An initial scope and fee proposal will be required to be submitted within 14 calendar days of notification. Proposals must remain valid for at least 60 days.

The County will provide written notice of its intent to award to a given proposer or proposers at least seven (7) days before the award, unless the County determines that a shorter notice period is more practicable.

## **SECTION 9: PROTEST OF REQUIREMENTS**

Proposers shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP documents. Any request for an explanation regarding the meaning or interpretation of requirements, contract document or other documents must be in writing, with sufficient time for the County to reply before proposal due date, see solicitation schedule for the last day to submit clarifying questions and the date of issuance of final addendum. The County may choose not to provide an explanation. Explanations shall be made in the form of addenda and shall be furnished to persons who have registered as detailed above. Oral explanations and comments shall not be binding.

Any Proposer that believes the solicitation documents or contract terms are unnecessarily restrictive or limits competition may submit a protest setting out the language for which change is sought and indicating the document title, page and, Section and Subsection where the language is located. To be considered, the protest must include a detailed statement of the legal and factual grounds for the protest, a description of the resulting prejudice to the Proposer if the protest is not granted, and the proposed change. A Proposer who fails to submit a protest relating to the solicitation documents on or before the day to protest solicitation materials, see solicitation schedule, will result in waiver of any right to protest solicitation documents at future date.

## **SECTION 10: PROTEST OF AWARD**

After Deschutes County approves and selects the Proposer(s), Deschutes County will notify each Proposer of who Deschutes County intends to award a contract. If no written protest is filed by 5:00 p.m. on the seventh (7) day following announcement of the decision, the award(s) will be deemed final. Deschutes County will not entertain protests submitted after this time period. Any protest must be in writing shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. Please refer to Oregon Administrative Rules OAR-137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County

Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period. If a timely protest is filed, the decision of Deschutes County will be considered final only upon issuance of a written notice deciding the merit of the protest. The award and any written decision regarding the protest will be sent to each proposer.

Protests can be mailed or delivered to Deschutes County Legal Counsel at 1300 NW Wall Street, Suite 200, Bend, Oregon 97703.

#### **SECTION 11: BUSINESS INCLUSION AND DIVERSITY**

Minority, Women Owned, Emerging Small and Veteran Owned businesses are encouraged to submit a proposal. Proposers are encouraged to involve participation of small, minority, women and veteran owned business enterprises. A Directory is available from the Certification Office for Business Inclusion and Diversity (COBID) website at: [COBID website](#), or by telephone, 503-986-0075.

#### **SECTION 12: CONTRACT REQUIREMENTS AND ADMINISTRATION**

The County will negotiate any and all contracts/agreements and prices/fees with the finalist Proposer, if doing so is deemed in the best interest of the County. Proposer will be required to enter into the County's standard agreement as outlined in Exhibit A. If the County and the top ranked proposer are not able to negotiate a contract, the County will initiate negotiations with the second-place vendor, and so on.

**EXHIBIT A  
SAMPLE CONTRACT**

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 20\_\_-**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the \_\_\_\_\_ Department (County) and \_\_\_\_\_ (Contractor). The parties agree as follows:

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

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

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

**Contract Documents.** This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

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**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: \_\_\_\_\_

Federal Tax ID# or Social Security #: \_\_\_\_\_

Is Contractor a nonresident alien? ☐ Yes ☐ No

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

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

*I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

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**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_ Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

DESCHUTES COUNTY DIRECTOR OF \_\_\_\_\_ ANTHONY DeBONE, Chair, County Commissioner

\_\_\_\_\_  
PATTI ADAIR, Vice Chair, County  
Commissioner

\_\_\_\_\_  
PHIL CHANG, County Commissioner

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
  - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
  - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
  - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
  - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

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

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
  - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) Subject to the limitations under paragraph 8 of this Contract.

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

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

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

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

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

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

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

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.



- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

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

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

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

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

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

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

- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

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

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

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

[https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150\\_Standard\\_Contract\\_Provisions](https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions) To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

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

**21. Indemnity and Hold Harmless.**

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

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

**22. Waiver.**

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

**23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**24. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

**25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

\*

Fax No.

To County:

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

**27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
    - 1) Contractor has the power and authority to enter into and perform this Contract;
    - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
    - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
    - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
    - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
    - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
  - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 31. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
  - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
  - c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

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

1. **Contractor shall perform the following work:**
  - a.
  - b.
2. **County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:
  - a.
  - b.
3. **Consideration.**
  - a. County shall pay Contractor on a fee-for-service basis at the rate of \_\_\_\_\_.
  - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5  
☐ **YES**   ☐ **NO** [Check one]
4. **The maximum compensation.**
  - a. The maximum compensation under this contract, including allowable expenses, is \$\_\_\_\_\_.
  - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
    - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
    - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.
5. **Schedule of Performance or Delivery.**
  - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
  - b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**  
**INSURANCE REQUIREMENTS**

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

Contractor Name: \_\_\_\_\_

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

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

Per Occurrence limit

Annual Aggregate limit

☐ \$1,000,000

☐ \$2,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$3,000,000

☐ \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

☐ Required by County

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

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

Per Single Claimant and Incident

All Claimants Arising from Single Incident

☒ \$1,000,000

☒ \$2,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$3,000,000

☐ \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

☒ Required by County

☐ Not required by County (One box must be checked)

Claims Made Policy

☐ Approved by County

☐ Not Approved by County

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

Per Occurrence

☐ Personal Auto

☒ \$1,000,000

☐ \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors.

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

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

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

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

Risk Management review

Date



EXHIBIT 3  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 20\_\_ -  
**CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

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

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

**I certify under penalty of perjury that Contractor is a [check one]:**

☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.**

- \_\_\_\_ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- \_\_\_\_ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- \_\_\_\_ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- \_\_\_\_ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- \_\_\_\_ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



**C. Representation and Warranties.**

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

EXHIBIT 4  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**  
**Workers' Compensation Exemption Certificate**

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

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

☐ **NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

☐ **SOLE PROPRIETOR**

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

☐ **CORPORATION - FOR PROFIT**

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

☐ **CORPORATION - NONPROFIT**

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

☐ **PARTNERSHIP**

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

☐ **LIMITED LIABILITY COMPANY**

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

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

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

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

EXHIBIT 5  
DESCHUTES COUNTY SERVICES CONTRACT  
**Contract No. 20\_\_ - \_\_\_\_**  
**Expense Reimbursement**

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

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

**2. Approved reimbursements:**

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

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
- 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

**3. Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**

**I. Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies.**

**Conflicts of Interest**

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

## Exhibit B

See requirements worksheet to complete.

Exhibit C



**DESCHUTES COUNTY SHERIFF'S OFFICE  
PERSONAL INQUIRY WAIVER & RELEASE**

Organization Employed With: \_\_\_\_\_ CCB # \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter Applicant/Releasor)  
(Print your name)

understand that Deschutes County Sheriff's Office will conduct an investigation that includes obtaining information regarding any criminal background. Applicant/Releasor also understands the criminal history background check may include contacting jurisdictions of prior residences for criminal records.

Applicant/Releasor understands the information contained in the criminal history background check will be available to those persons involved in approving my authorization to conduct official business at the Deschutes County Sheriff's Office.

Applicant/Releasor hereby consents to the criminal history background check as described above and authorizes Deschutes County Sheriff's Office to obtain reports concerning my background as stated above. Applicant/Releasor hereby releases the Sheriff's Office, its deputies, agents and employees from all liability related to the Sheriff's Office using my criminal background information to make decisions on approval or denial for conducting official business at the Sheriff's Office.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_ Aliases: \_\_\_\_\_

Email address: \_\_\_\_\_ Cell#: \_\_\_\_\_

Physical Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ State of Birth: \_\_\_\_\_

*The below information will be used in the event your fingerprints are needed as a part of this background check.*

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Are you a U.S. Citizen? ☐ Yes ☐ No Naturalized: ☐ Yes ☐ No DL#: \_\_\_\_\_

**For Admin Use Only**

Command Approval: \_\_\_\_\_ Date: \_\_\_\_\_

LEDS check done by: \_\_\_\_\_ Date: \_\_\_\_\_

CCB# check done by: \_\_\_\_\_ Date: \_\_\_\_\_