



**RFP for Market Research and Strategic Master Plan Design  
Services**

**Deschutes County Fair & Expo**

**Document # 2024-206**

Issued: March 4<sup>th</sup>, 2024

<b>Proposals Due:</b>	Friday April 19 <sup>th</sup> , 2024 no later than 5:00pm
<b>Optional Pre-Proposal Meeting and Tour:</b>	Tuesday April 2 <sup>nd</sup> , 2024 @ 10:00-12:30 PT Deschutes County Fair & Expo Administration Office. See <b>EXHIBIT 1</b> for parking and meeting locations.
<b>Proposals Questions due:</b>	April 5 <sup>th</sup> , 2024 No later than 5:00pm
<b>Submit Proposal Questions to Single Point of Contact (SPOC):</b>	Geoff R. Hinds, CFE (541) 548-2711 or <a href="mailto:Geoff.Hinds@Deschutes.org">Geoff.Hinds@Deschutes.org</a> <b><i>Proposers shall not contact any other Deschutes County Personnel except as allowed in RFP.</i></b>
<b>Submit Proposals to:</b>	ATTN: Geoff Hinds, Director Deschutes County Fair & Expo 3800 Airport Way Redmond, Oregon 97756 <a href="mailto:Geoff.Hinds@Deschutes.org">Geoff.Hinds@Deschutes.org</a>

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ATTACHMENT	A	Proposer Certification and Representations
ATTACHMENT	B	Affidavit of Non-collusion
ATTACHMENT	C	Business Entity Statement
ATTACHMENT	D	Financial Resources Form
ATTACHMENT	E	References
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EXHIBIT	2	Price Proposal & Fee Schedule
EXHIBIT	3	Deschutes County Personal Services Contract

## 1 PROCEDURAL INFORMATION

### 1.1 RFP Availability

This RFP is available electronically through <https://expo.deschutes.org/p/get-connected/open-rfps> and <https://www.deschutes.org/rfps>. Any/all future notices regarding this solicitation, including solicitation addendum, will be posted to <https://expo.deschutes.org/p/get-connected/open-rfps> and <https://www.deschutes.org/rfps>

### 1.2 RFP Definitions

A/E Team	Architecture/Engineering team consisting of design professionals and consultants who produce coordinated document packages; also known as the Design Team
Intent to Award	Written notice which is posted to <a href="https://expo.deschutes.org/p/get-connected/open-rfps">https://expo.deschutes.org/p/get-connected/open-rfps</a> and <a href="https://www.deschutes.org/rfps">https://www.deschutes.org/rfps</a> prior to signing of a Contract that shows the selection of a Contractor
Notice to Proceed	A notification letter from the Owner addressed to a Contractor stating the date on which the Contractor can begin Project Work
ORS	Oregon Revised Statutes
Proposal	A competitive offer, which is binding on the Offeror, in which price, delivery, and conformance to drawings and specifications and the requirements of the Request for Proposal will be the predominant award criteria
Proposer	An individual, firm, or corporation which submits a Proposal in response to a contracting agency's request
Responsible Proposer	An entity which meets the standards described in ORS 279B.110
Responsive Proposal	A Proposal that substantially complies with the RFP and all prescribed procurement, procedures, and requirements.
RFP	Request for Proposals
Specifications	That portion of the Contract Documents consisting of the written requirements for materials, equipment systems, standards, and workmanship for the Work, and performance of related services

### 1.3 Procurement Process

This RFP process has several components including but not limited to:

- 1) RFP Notice published at <https://expo.deschutes.org/p/get-connected/open-rfps> and <https://www.deschutes.org/rfps>
- 2) Optional Pre-proposal Tour
- 3) Question and Answer Period
- 4) Addendum/s issued (if applicable)
- 5) Receipt of Proposals
- 6) Proposal Evaluations
- 7) Interviews
- 8) Recommendation to Board of County Commissioners
- 9) Notice of Intent to Award Issued
- 10) Contract Processing
- 11) Contract Signed by Board of County Commissioners
- 12) Notice to Proceed Issued

### 1.4 Optional Pre-Proposal Tour

An optional Pre-proposal Tour will be held as listed on the **Cover Sheet**. This tour is designed to clarify the information contained in this RFP and provide an opportunity for questions and answers. Attendance at the Optional Pre-proposal Tour shall be determined by the presence of a signature of the Proposer's representative on the sign-in sheet at the tour.

### 1.5 RFP Procurement Law

This RFP is issued under the provisions of the ORS Chapters 279A and 279C public contracting rules. All Proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any Proposer shall constitute admission of such knowledge on the part of such Proposer.

### 1.6 Clarification of Responses

The County reserves the right to request additional clarification from a Proposer on any portion of a Proposal. Proposer may not submit new information or documentation, nor may a Proposer use a clarification to rehabilitate a non-responsive Proposal. Proposer's point of contact must be available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within two (2) business days after receiving the County's request. All requests for clarification and responses shall be provided to each evaluator. A Proposer's failure to provide clarification may result in a lower score for the proposal.

### 1.7 Rejection of Proposals and County's Rights

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Proposer agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Proposal. County reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of County. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proposer from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Proposer. County reserves the right to seek additional proposals beyond the final submission date, if, in County's sole discretion, the proposals received do not meet the approval of County.

### 1.8 Cost of Preparation of Response

All costs incurred in preparing and submitting a Proposal or in negotiating and signing a Contract shall be the sole responsibility of the Proposer. Any due diligence conducted by a Proposer is at the Proposer's expense.

### 1.9 Proposal Confidentiality

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

### 1.10 Certification Regarding Conflicts of Interest

Proposers are required to certify in ATTACHMENT A whether the Proposer is or is not aware of any potential or actual organizational conflict of interest (COI). If the Proposer is aware of a COI, then Proposer is required to provide a disclosure statement in its Proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational COI. Proposers responding to this solicitation are required to disclose any such business or financial relationships that may be deemed a COI. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all Proposers shall disclose any actual or potential COI. Deschutes County will determine a Proposer's eligibility for award based on the information provided in the disclosure statement.

### 1.11 Collusion

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

### 1.12 References

Proposer must provide at least three (3) references that can rate Proposer's performance on a similar public project within the last five (5) years. Proposer may supply the required information in a different format than **ATTACHMENT E** so long as all required information is provided.

Deschutes County reserves the right to investigate references, including customers, other than those listed in a Proposer's submission. This inquiry may include, without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion, or delivery of a project on schedule, and its

lawful payment of employees and Subcontractors.

### **1.13 Publicity**

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of the County.

### **1.14 Modification or Cancellation**

Deschutes County, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in Deschutes County's best interest, all Proposers will be notified in writing of the specific reasons for such modification or cancellation. Statements made by Deschutes County's representatives are not binding unless issued by written addendum. In no event, shall County have any liability for the modification or cancellation of this RFP.

### **1.15 Disputes**

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

### **1.16 Proposal Amendment or Withdrawal**

A Proposer may amend or withdraw its Proposal any time prior to the proposal closing date and time shown on the **Cover Page**. Proposals may be withdrawn in writing on company letterhead signed by an authorized representative if received by County before the Proposal closing. Proposals may also be withdrawn in person before the Proposal closing upon presentation of appropriate identification.

### **1.17 Proposal Period of Irrevocability**

Proposals shall be offers that are irrevocable for a period of ninety (90) calendar days after the date Proposals are due.

### **1.18 Proposal Ownership**

All documents, reports, submittals, working papers or other material submitted to the County from Proposers shall become the sole and exclusive property of the County, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the Proposers. Proposers shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the County as a result of this solicitation.

### **1.19 Authority**

Proposals must conform to the requirements of this RFP and be signed by a person who is authorized to make such commitments on behalf of the Proposer. Proposer's signature on the Proposer Certification Form constitutes a certification that the Proposer has read and fully understands all Proposal terms. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the Proposal Documents.

### **1.20 Responsiveness**

Proposals lacking required signatures will be deemed "Nonresponsive." Deschutes County may disqualify Nonresponsive Proposers from further evaluation.



### **1.21 RFP Questions**

Proposers may request additional information or clarifications by submitting a written request. The request shall specify the provision of the RFP in question and contain an explanation for the requested information or clarification. County will evaluate all requests submitted but will not be obligated to accept requested changes. Questions shall be presented via email to the Single Point of Contact listed on the **Cover Page** and must be received by date and time stated on the **Cover Page**.

Responses to questions and suggestions will be compiled and collectively addressed in addendum format on <https://expo.deschutes.org/p/get-connected/open-rfps>. Proposers must provide written acknowledgement of Addenda on **ATTACHMENT A**.

### **1.22 Protest of Intent to Award**

After County approves and selects the Proposer(s), County will notify each Proposer of who County intends to award a contract. If no written protest is filed by 4:00 p.m. on the seventh (7) day following announcement of the decision, the award(s) will be deemed final. County will not entertain protests submitted after this time period. The written protest must specify the grounds and legal authority upon which the protest is based. If a timely protest is filed, the decision of 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 submitted by mail to the following:

PROTEST OF AWARD OR DISQUALIFICATION TO DOCUMENT NO.  
ATTN: David Doyle  
Deschutes County Legal Counsel  
Deschutes Services Building  
1300 NW Wall Street, 2nd Floor  
Bend, OR 97703

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

## 2 SERVICE DESCRIPTION

### 2.1 Purpose, Overview and Program Elements

Deschutes County Fair & Expo is a 340-acre multi-purpose facility located adjacent Bend/Redmond Municipal Airport (KBND) in Redmond Oregon. Approximately 120 acres of the current facility have been developed including a 4,000 seat indoor arena, a 2,500 seat outdoor arena, a small conference center, and a livestock equestrian complex, a 105 space RV park, and large amounts of developed open event space. Deschutes County Fair & Expo, in coordination with Deschutes County, has been working on the strategic acquisition of an additional 120 acres to grow the full facility size to 460 total acres.

The purpose of this RFP is to select one team for the following Program Elements:

1. Explore current market conditions, customer demographics, and future trends impacting the event and fair industry; and to help prepare and plan for the future of the Deschutes County Fair & Expo property. The selected firm will be responsible for providing a detailed analysis of potential growth areas, revenue enhancement opportunities, and strategies for operational improvement.
2. Develop a comprehensive written and graphic master plan for the Deschutes County Fair & Expo facility that provides a well-defined, clear, actionable strategy for the future development and use of the overall facility.
  - a. Master plans shall include two conceptual concepts:
    - i. one for a full buildout of the future 460 acre property,
    - ii. an alternate design for the existing 320 acres property. (Please bid with 1 complete design, and an alternate reduced size design proposal)

County intends to execute a contract for services outlined in this solicitation and reserves the right to contract for continued and/or additional services with the same successful Proposer at the County's sole discretion. The County's decision on whether to proceed with the selected Proposer will be based on the Team's performance.

Additional services which **may** be added to the scope of this procurement include:

- Facilities Condition Assessment.
- Additional professional analysis supporting the Facility Condition Assessment: including phased approaches for asset development, overhead costs related to operating and servicing the Facility, and variable cost structure for the market and business model.

### 2.2 Performance Measurement Process

Parties will negotiate the Performance Measurement Process after contract negotiation, which will be based on how well the successful Proposer meets the performance schedule and provides deliverables for all phases of the design process, including, but not limited to, programming, schematic design, and cost estimating. Other performance measures may or may not include staying within design and project budgets, and responsive and effective communication with Owner and stakeholders.

### 2.3 Project Goals

County will show preference to Proposers that demonstrate successful experience in the design of Fair or Fairgrounds properties, Multi-Purpose Public Assembly facilities, campus master planning, and work with government agencies. Design Teams may be comprised of local, regional, and/or national firms, but should be prepared to conduct on-site meetings with stakeholders.

The Successful Proposer shall be responsible for the performance and coordination of its work and that of other team members which may include, but are not limited to, the following practices: structural engineering, civil engineering, mechanical engineering, electrical engineering, interior design, low voltage/technology design (audio/visual consulting, electronic security consulting), physical security design, landscape architecture, and third-party cost estimating.

County desires to foster a collaborative team and design approach. The Successful Proposer will be responsible for working closely with the County's Executives and Fair & Expo Staff and Project Managers to develop plans, specifications, and cost estimates. The Successful Proposer may also work with staff from other County offices and departments, including but not limited to County Facilities Department, County Road Department, County Property Management Department and others to accomplish the Project objectives. In addition, the Successful Proposer will be expected to prepare and attend public presentations and to provide information for the Deschutes County Fair & Expo website updating the Project throughout design for the benefit of the public.

#### **2.4 Statement of Work: Fair & Expo Market Research and Strategic Master Plan (Part 1)**

The initial portion of the project seeks to explore current market conditions, customer demographics, and future trends impacting the event and fair industry; and to help prepare and plan for the future of the Deschutes County Fair & Expo property. The selected firm will be responsible for providing a detailed analysis of potential growth areas, revenue enhancement opportunities, and strategies for operational improvement.

#### **2.5 Statement of Work: Master Plan Design Services (Part 2)**

The second portion of this project will include the development of a comprehensive written and graphic master plan for the Deschutes County Fair & Expo facility, with the goal of the final outcome being a well-defined Master Plan offering clear, actionable strategy for the future development and use of the overall facility.

Master plans shall include two conceptual concepts;

- i. one for a full buildout of the future 460 acre property,
- ii. an alternate design for the existing 320 acres property. (Please bid with 1 complete design, and an alternate reduced size design proposal)

#### **2.6 Program Deliverables**

Successful Proposer will:

1. Provide a single report detailing the results of a detailed Market Research Study focused on current market conditions, customer demographics, and predicting future trends for the next five years.
2. Development of Strategic Master Plan and Conceptual Estimate.

#### **2.7 Program Timelines**

Market Research	Within Nine (9) mos. of executed contract
Strategic Master Plan	Within Eighteen (18) mos. of executed contract

## 3 CONTRACTING INFORMATION

### 3.1 Contract Negotiation

The successful proposer will be required to enter into a County Personal Services Contract **EXHIBIT 3** with County. The successful proposer must also submit documents addressing tax law, professional liability insurance, workers compensation, and overhead expense as part of the contract, as well as an Oregon tax account number. If the County and the top ranked proposer are not able to negotiate a contract, the County will initiate negotiation with the second place proposer, and so on.

### 3.2 Contract Award

Through this RFP process, the County is seeking to award one contract award, as determined by the County, to the Responsible Proposer whose Proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP. After the seven (7) calendar-day intent-to-award protest period has expired and the County has resolved any or all protests, the County will proceed with the final award.

### 3.3 Contract Term

The contract term shall be two (2) years. The County shall have the option to renew this contract until the Project is completed and reviewed/approved.

### 3.4 Compensation and Method of Payment

The County shall pay for services based on a Not to Exceed (NTE) payment model. A not-to-exceed price ceiling shall be determined during contract negotiations.

### 3.5 Insurance Requirements

The successful Proposer awarded a Contract will be required to provide insurance as detailed in attached sample contract **EXHIBIT 3**.

### 3.6 Sub-consultants

County reserves the right to request alternate Sub-consultants.

### 3.7 Incorporation

All representations made by a Proposer in response to this RFP, whether verbal or written, will be incorporated into any agreement between County and the successful Proposer.

## 4 PROPOSAL EVALUATION AND INTERVIEW

### 4.1 Proposal Evaluation Criteria and Scoring

Evaluation of Proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The Evaluation Committee of designated reviewers shall review and evaluate Proposals. The Evaluation Committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The three (3) Proposers with the highest scores may be invited to an interview with the Evaluation Committee. The County reserves the right to interview more or fewer Proposers.

Scoring breakdown and evaluation criteria for the written evaluation is detailed below:

EVALUATION CRITERIA		Subtotal Points	Maximum Points
1 Key Personnel		-	35
	1.A Team Shared Experience	15	-
	1.B Task Assignments	10	-
	1.C Continuity	5	-
	1.D Organization Chart	5	-
2 Relevant Firm Experience and Project Team		-	25
	2.A Regional Knowledge and Experience	15	-
	2.B Experience	10	-
	2.C Sub-consultant List	0	-
	2.D Sub-consultant Experience	0	-
3 Project Goals and Recommendations		-	20
4 Project Approach		-	10
5 Schedule Management		-	5
6 Project Cost Control		-	5
		<b>Total</b>	<b>100</b>

### 4.2 Proposal Questions Instructions

Proposals that do not include responses to each requirement or question in each Proposal Element may be rejected. Proposers shall respond to each Element specifically and completely unto itself, i.e., do not indicate “see next section” or “see attachment.”

Items which exhibit an asterisk ( \* ) should be included in Proposer’s Appendix and will not be part of the page count.

## 4.3 Proposal Questions

### 1 Key Personnel (35 points maximum this section)

**1.A Team Shared Experience.** Identify shared project experience of Proposed team. Provide a grid view of firm and/or individuals' experience on common projects for the following Program Elements:

- Market Research
- Master Planning
- Fair/Fairgrounds or Multi-Purpose Public Assembly Experience

*Evaluation Criteria: ( 15 points maximum)*

- *Proposer demonstrates common project experience for each deliverable.*

**1.B Task Assignments.** For each Program Element, clarify the sequence of major tasks, who would perform them, and at what point key involvement by the County would be expected and for what purpose. Also address the following:

- How will key team members work together to achieve the significant tasks needed for the Project?
- How will the A/E team manage and coordinate multiple team members to ensure a high level of quality control throughout all phases of the work?

*Evaluation Criteria: ( 10 points maximum)*

- *Proposer provides clarity on how major tasks will be performed and County involvement.*
- *Proposer demonstrates knowledge and experience in coordination of large teams.*
- *Proposer provides clear definition of roles and responsibilities of team members.*

**1.C Continuity.** Continuity of key staff on a project of this size and significance is critical to the success of the Project. No key team member may be replaced during this contract without prior written approval from the County.

- Detail current and projected workload/capacity of key personnel proposed to work on the Project.
- Detail how your team has accomplished continuity in the past when team members left teams.
- Describe how your team will provide continuity of key personnel on this Project.

*Evaluation Criteria: ( 5 points maximum)*

- *Individuals are available for this Project.*
- *Proposer demonstrated its capacity to provide required staffing resources for the Project.*
- *Proposer provides clarity on how they will maintain continuity on this Project.*

**1.D Organization Chart.** Provide an organization chart of your proposed team for the Projects including names and roles of key staff. If Proposer intends to deploy multiple teams based on three Program Elements, provide unique organization chart for each team. For teams that are comprised of more than one architecture firm, identify roles and responsibilities of key team members based on its written teaming agreement. Each Organization Chart may be printed on one side of one 11"x17" paper and will count as one page.

*Evaluation Criteria: ( 5 points maximum)*

- *Organization chart provided is comprehensive.*

## 2 **Relevant Firm Experience and Project Team** ( 25 points maximum this section)

If firms are proposing jointly, indicate which firm is the Project Lead and which firm was responsible for the listed projects.

### **2.A Regional Knowledge and Experience.** Provide the following:

- Describe the team's experience with the Central Oregon climate.
- Describe the team's knowledge of and/or experience with applicable permitting agencies.
- Describe the team's proximity to project locale; describe how proximity will benefit the Project.
- Describe whether the team has a local office and/or whether it will partner with a local firm.
- For all members of the A/E Team not based in the central Oregon area, define their roles, from where they must travel, and how many trips are anticipated to perform their responsibilities and significant tasks for the Project.

#### *Evaluation criteria: ( 15 points maximum)*

- *Proposer's proximity will benefit the Project. ( 10 points maximum)*
- *Proposer has experience with Central Oregon climate. ( 3 points maximum)*
- *Minimum number of team members requires extensive travel. ( 2 points maximum)*

### **2.B Experience.** Describe team's experience in providing services of at least three (3) market research plans, three (3) Strategic Master Plan submissions similar in size and type to the Deschutes County Project within the last five (5) years. When citing specific example projects, clarify the following:

- Name, location, client entity and year of completion of the project.
- Define the roles and responsibilities of each member of your team on each project.

#### *Evaluation criteria: ( 10 points maximum)*

- *Proposer provides all requested information.*
- *Proposer has demonstrated experience in phased campus master planning, facility conditions assessments, and detention facility design.*

### **2.C Sub-Consultant List.** (0 points) List the following proposed Sub-consultant firms (if applicable):

- Civil Engineering.
- Structural Engineering.
- Mechanical Engineering.
- Electrical Engineering.
- Third-Party Estimating.
- Landscape Architecture.

### **2.D \*Sub-Consultant Experience.** Provide the following for above-listed Sub-consultant firms:

- Sub-consultant firm name, address, phone number, website.
- Contact person information including email address.
- A list of the Sub-consultant's personnel by discipline who will be available to provide the capacity and capability to perform the required services for the Project.
- A list of the Sub-consultant's relevant project experience limited to no more than three (3) similar projects in size and complexity.

#### *Evaluation criteria: ( 0 points maximum)*

- *Sub-consultants demonstrate relevant knowledge.*

3 **Project Goals and Recommendations** ( 20 points maximum this section)

- What does your team consider the most critical goal for overall success of these Projects?
- What recommendations do you have for the County for these Projects to be successful?
- What one thing makes your team the best for delivery of the Project?

Evaluation Criteria:

- *Proposer provides the County with useful recommendations.*
- *Proposer provides special or unique benefits to the County.*

4 **Project Approach** ( 10 points maximum this section)

Proposer's team will have full responsibility for the tasks and deliverables listed in the Statements of Work and shall treat the deliverables and associated tasks as guidelines for work requirements, utilizing collaboration tools and "Best Practices" as the methodology for project controls, and project delivery. Provide a Project approach to include a detailed narrative of services, duties, and responsibilities described below by providing a narrative, schedule, or other graphic tools to describe your team's approach to performing the A/E responsibilities anticipated for this Project.

Evaluation Criteria:

- *Proposer provides an innovative approach for each of the Program Elements.*

5 **Schedule Management** ( 5 points maximum this section)

- How does your team propose to complete the three Program Elements based on the proposed schedules?
- Does your team anticipate any difficulties in meeting or beating this schedule, and how would you propose to overcome them?

Evaluation Criteria:

- *Proposer provides examples on how to meet or beat the design schedule.*
- *Proposer understands the key design issues impacting the schedule and has a good approach to overcome these issues.*

6 **Project Cost Control** ( 5 points maximum this section)

This Project is expected to serve as an example of appropriate and efficient budget management, and to reflect Deschutes County's responsibility to its residents to minimize both initial costs and long-term costs to build and operate the facility.

- What strategies would your team employ to monitor and control costs of the Project during the design phases?

Evaluation Criteria:

- *Proposer provides innovative strategies and tools for budget management.*
- *Proposer provides lessons learned and innovations from past projects that will ensure alignment of design and program with budget.*



#### 4.4 Interview Process

Interview date, time, location and scoring criteria will be emailed to those invited to interview. No additions, deletions or substitutions may be made to Proposals during the interviews. The County may furnish the short-listed firms with a problem to solve during the interview. During the interview Proposers will demonstrate their understanding of the County’s goals and values and of the Collaborative Project Delivery process.

Within two (2) days of email notification of interview invitation, Proposers should email the following to the Single Point of Contact listed on the **Cover Sheet** for evaluating the Proposing team’s project quality control:

- 1) Provide the following finished/approved documents outlining a similar prior project.
  - Market Research Study, and Final Strategic Master Plan for a Fairground, Multi-Purpose Event Center or Venue
    - Please be prepared to provide an explanation for the following elements:
      - Methodology for conducting research
        - Include strategies for obtaining local/regional knowledge.
      - Overview of Final Strategic Master Plan
        - Be prepared to discuss lessons learned, and tangible adjustments for future projects.

#### *EVALUATION CRITERIA*

- *Proposer provides information requested.*
- *Budgets, schedules, and drawings/specifications are legible and well-coordinated.*
- *Lessons Learned log provides tangible lessons for future projects.*

- 2) Provide a Facility Condition Assessment for a previous client.

#### 4.5 Price Proposal and Fee Schedule

Proposers invited to interview shall prepare “Price Proposal and Fee Schedule” based on **EXHIBIT 2**. This document shall be submitted in a separate, sealed envelope at the time of the interview. Failure to provide the completed schedule will result in the Proposer being found non-responsive.

Once a top ranked Proposer has been identified, the submitted sealed “Price Proposal and Fee Schedule” shall be opened and serve as a part of the selection process.

### PROPOSAL SUBMISSION INSTRUCTIONS

#### 5.1 Joint Proposals

The County will consider joint Proposals. Joint Proposals may take the form of partnerships or entities formed by new and existing providers. If any such arrangement is proposed, a written agreement between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties. This agreement shall be attached as an Appendix to the Proposal and will not count as part of the page count.

#### 5.2 Multiple or Alternate Proposals

Multiple or alternate Proposals shall not be accepted.

#### 5.3 Proposal Instructions and Content

Proposals must be double side printed on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10 point. Proposals must be stapled in the left upper corner, spiral bound, or placed in notebooks.

#### **5.4 Maximum Page Limit**

The total number of pages, excluding requested attachments, must not exceed 50 pages. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the Proposal, if any, will not be returned. Pages exceeding the page limit will not be evaluated. The Organizational Chart may be on one side of an 11" x 17" paper and only counts as one page. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

#### **5.5 Proposal Content**

Proposers must respond to all questions without restating the questions. Use the same numbering and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided by the County where applicable.

#### **5.6 Proposal Packaging**

Proposals shall be submitted in a sealed envelope appropriately marked with the RFP title, Document number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information outside the box: (1) RFP title, (2) Document number, and (3) the name and address of the Proposer.

#### **5.7 Proposal Copies and Submission**

Proposers must submit one (1) original Proposal and five (5) copies.

In addition to the printed Proposals, Proposer shall submit one USB drive with an electronic copy of the Proposal. The electronic copy of the Proposal must match hard-copy version of the Proposal; in case of conflict, the hard copy original will be considered the "master" document. All electronic files must be in PDF format. Clearly label the exterior of the electronic media with RFP number and name of Proposer.

### 5.8 Cover Letter

Cover letter should include the following but is not limited to the following:

- Single point of contact for the proposal including an email address and a phone number.
- Proposer's company name, business entity, DBA designation's, mailing address, physical address, website address, email address, and telephone number.
- Description of the ownership structure of the Proposer, giving specific details regarding any parent or affiliates.
- Confirmation that Proposer meets and will continue to meet Oregon professional and business licensing requirements.

### 5.9 Proposed Contract Comments

- Based on the attached Sample Contract **EXHIBIT 3**, describe any proposed modifications required should your team be selected to undertake negotiations to contract with the County. If you require no modifications, please acknowledge by indicating "no modifications required."

### 5.10 Submission Requirements Checklist

Item	
Cover Letter (2 pages max)	
Proposal content 1A-D, 2A-C, 3, 4, 5, 6	
Proposal content 2D	
ATTACHMENT A: Proposer Certification and Representations	
ATTACHMENT B: Business Entity Statement	
ATTACHMENT C: Affidavit of Non-collusion	
ATTACHMENT D: Financial Resources	
ATTACHMENT E: References	
Teaming Agreement, if applicable	
Contract Comments	

END OF RFP

**ATTACHMENT A**  
**PROPOSER CERTIFICATIONS AND REPRESENTATIONS**

FAILURE OF PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers, and agrees that this offer shall be irrevocable for at least NINETY (90) calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

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PROPOSER FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**ASSURANCES**

Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process.
2. The information provided herein is true and accurate.
3. Proposer is a resident proposer, as described in ORS 279A.120, of the State of \_\_\_\_\_, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, in accordance with ORS 279A.110.
4. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b).
5. Any false statement may disqualify this offer from further consideration or because of contract termination.
6. Proposer will notify Deschutes County within 30 days of any change in the information provided on this form.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph two of this certification.
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of public or private contract.
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract.
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**CERTIFICATION REGARDING CONFLICT OF INTEREST**

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants, or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Deschutes County; or the Contractor’s or Consultant’s objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of their knowledge and believe that neither it nor any of its principal participants and agents:

- 1. Has/Have/Had any relationships with any firms or individuals that are or appear to be an organizational conflict of interest?
- 2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest? I understand that based on the information provided by Proposer, Deschutes County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

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Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all the statements may not necessarily preclude Proposer from award of a contract under this procurement.

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges receipt of and agrees to be bound by **addenda numbered** \_\_\_\_\_ **through** \_\_\_\_\_ inclusive, and any additional addenda issued until the Notice to Proceed has been issued.

**SIGNATURE OF AUTHORIZED PERSON**

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

Printed Name & Title: \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ATTACHMENT B**  
**AFFIDAVIT OF NON-COLLUSION**

STATE OF OREGON

County of \_\_\_\_\_

I state that I am \_\_\_\_\_(title) of \_\_\_\_\_(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) \_\_\_\_\_(name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_(name of firm) understands and acknowledges that the above representations are material and important and will be relied on by Deschutes County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Deschutes County of the true facts relating to the submission of proposals for this contract.

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Authorized Signature	Printed Name	Position	Date
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Name of Company

**ATTACHMENT C  
BUSINESS ENTITY CERTIFICATION  
STATEMENT**

Contractor must complete Section A or B.

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

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

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

<b>Contractor certifies under penalty of perjury that the following statements are true:</b>		
<p>1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, <b>and</b></p> <p>2. 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), <b>and</b></p> <p>3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, <b>and</b></p> <p>4. All of the statements checked below are true.</p> <p><b>NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.</b></p> <p><input type="checkbox"/> A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.</p> <p><input type="checkbox"/> B. I purchase commercial advertising, or I have business cards for my business, or I am a member of a trade association.</p> <p><input type="checkbox"/> C. My business telephone listing is separate from my personal residence telephone listing.</p> <p><input type="checkbox"/> D. I perform labor or services only underwritten contracts.</p> <p><input type="checkbox"/> E. Each year I perform labor or services for at least two different persons or entities.</p> <p><input type="checkbox"/> F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.</p>		
<hr/>	<hr/>	<hr/>
Signature	Printed Name and Title	Date

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**ATTACHMENT D  
FINANCIAL RESOURCES**

**1. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes" explain.

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**2. Does your firm have any outstanding judgments pending against it?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes" explain.

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**3. In the past ten years, has your firm been a party to litigation, arbitration, or mediation where the amount in dispute exceeded \$25,000?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes" explain.

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**4. In the past ten years, has your firm been a party to litigation, arbitration, or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "yes" even if the matter proceeded to arbitration or mediation without court litigation.**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes" explain.

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**5. Have you or any of your affiliates discontinued business operation with outstanding debts?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes" explain.

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Authorized Signature

Printed Name

Position

Date

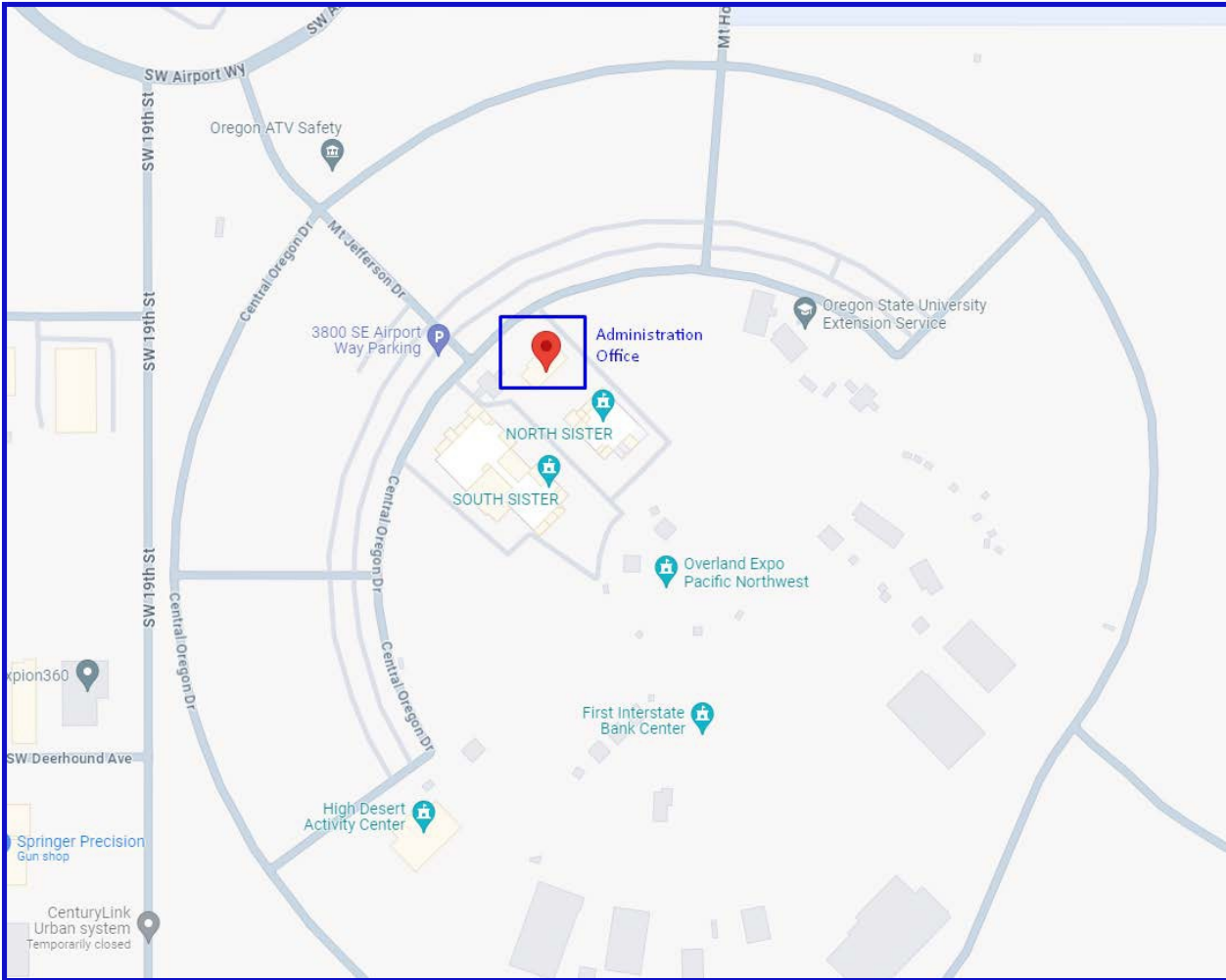




**EXHIBIT 1**  
**DESCHUTES COUNTY FAIR & EXPO PARKING & MEETING LOCATION**

**Deschutes County Fair & Expo Administration Office**  
3800 SW Airport Way  
Redmond, Oregon 97756

[Google Map Link](#)



**EXHIBIT 2**  
**PRICE PROPOSAL AND FEE SCHEDULE**

NOTES:

- **This information is to be provided only by Proposers invited to interview.**
- This information is intended to comply with requirements Oregon Revised Statute 279C.110.
- Proposer may withdraw from consideration if Proposer does not wish to provide a price proposal.
- An offer is irrevocable for not less than 90 days after the date of the proposal.

A. Provide a schedule of hourly rates for the work of each individual or each labor classification.

B. Provide a reasonable estimate of hours required.

C. Provide a schedule of reimbursable expense rates.

D. Provide a reasonable estimate of reimbursable expenses.

**EXHIBIT 3  
DESCHUTES COUNTY PERSONAL SERVICES CONTRACT EXAMPLE**

**DESCHUTES COUNTY SERVICES CONTRACT**

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.

*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 or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

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

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

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

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

**DESCHUTES COUNTY SERVICES CONTRACT**

Contract No. 20 -

STATEMENT OF WORK, COMPENSATION  
PAYMENT TERMS and SCHEDULE

**1. Contractor shall perform the following work:**

- a.
- b.

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

- a.
- b.

**3. Consideration.**

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

**4. The maximum compensation.**

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

**5. Schedule of Performance or Delivery.**

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

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

**INSURANCE REQUIREMENTS**

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

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

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

**Professional Liability** insurance with an occurrence combined single limit of not less than: Per Occurrence limit                      Annual Aggregate limit

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

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

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

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

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000



**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.**

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

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

<b>Contractor certifies under penalty of perjury that the following statements are true:</b>	
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), <b>and</b>
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, <b>and</b>
3.	All of the statements checked below are true.
<b>NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.</b>	
<input type="checkbox"/> 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.
<input type="checkbox"/> 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.
<input type="checkbox"/> 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.
<input type="checkbox"/> 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.
<input type="checkbox"/> E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
Contractor Signature	Date

**C. Representation and Warranties.**

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

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

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

\_\_\_\_\_  
Date

*EXHIBIT 4*

DESCHUTES COUNTY SERVICES CONTRACT

**Contract No. 20\_\_ -**

Workers' Compensation Exemption Certificate

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

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

**SOLE PROPRIETOR**

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

**CORPORATION - FOR PROFIT**

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

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and



- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

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

**LIMITED LIABILITY COMPANY**

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

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

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

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

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

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

\_\_\_\_\_  
Date

Expense Reimbursement

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

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

**2. Approved reimbursements:**

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

- c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
  - 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
- c. Lodging.
- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
  - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
- 3. Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_-**  
**Compliance with provisions, requirements of funding source and**  
**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

**Conflicts of Interest**

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

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