



**REQUEST FOR PROPOSAL:
AUDIT SERVICES**

Linn County, Oregon

RFP No. 2021-419

December 2021

POINT OF CONTACT

Refer all questions to:

Bill Palmer

Accounting Officer

Linn County Courthouse, Room 203

PO Box 100, Albany, OR 97321

(541) 967-3806

Email: bpalmer@co.linn.or.us

PROPOSALS DUE:

February 1, 2022

by

12:00 PM PST

at

Linn County Courthouse, Room 201

300 SW 4th Avenue

Albany, OR 97321

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SECTION B – GENERAL INFORMATION

B.1 Introduction.

Linn County, Oregon (“County”) is currently seeking proposals from qualified, independent, Certified Public Accounting firms with demonstrated experience in performing financial audits of Oregon municipal governments including federal Single Audits. Additional details on the scope of services to be provided is included in Section C - Scope of Work.

The County anticipates the award of one contract from this RFP. The initial term of the contract is anticipated to be three years in length to include FY 2021-22, FY 2022-23, and FY 2023-24, with an option to renew up to an additional three years.

B.2 Schedule.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
Questions / Requests for Clarification Due	January 25, 2022	5:00 PM PST
Closing (PROPOSALS DUE)	February 1, 2022	12:00 PM PST
Issuance of Notice of Award (approx.)	March 1, 2022	

B.3 Point of Contact.

The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC's contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 Authority.

The County is issuing this RFP pursuant to its authority under both state law and Linn County Code. The County is using the Request for Proposals method of procurement, pursuant to ORS 279B.060 and LCPR 137-047.

SECTION C – SCOPE OF WORK

C.1. Linn County Overview.

Linn County is one of 36 counties located within the state of Oregon. It is responsible for providing a full range of services, including construction and maintenance of highways, streets, and infrastructure; recreational activities; public health services; fairground expos; law enforcement; and much more. The County is led by an elected three-member Board of Commissioners. The offices/departments within Linn County are: Sheriff's Office, County Treasurer's Office, District Attorney's Office, Assessment & Taxation, County Surveyor, Clerks' Office, Justice of the Peace, Road Department, Parks & Recreation Department, Juvenile Department, Department of Planning & Building, Fair & Expo Center, Department of Health Services, Budget Office, IT Services, General Services, Veterans' Services, GIS, Printing Services, Accounting and Payroll, Personnel/Benefits, Law Library, and the County Attorney's Office.

C.2 Services to be Provided. Objectives and scope of work of this RFP require that the successful public accounting firm be fully qualified to and perform all activities necessary to:

- C.2.1 Conduct and complete all audits in accordance with generally accepted auditing standards (GAAS), promulgated by the American Institute of CPAs; the Minimum Standard for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State; Government Auditing Standards (GAS) issued by the Comptroller General, U.S. General Accounting Office; and the Single Audit Act as amended and the current OMB Circular for Audits of State and Local Governments. The audits required include the Annual Comprehensive Financial Report for the County, including the federal Single Audit, plus audited financial statements for three jointly governed organizations; the Linn County Emergency Telephone Agency, the Linn County 4-H and Extension Service District, and the Linn Regional Fueling Facility.
- C.2.2 Concurrent with each annual audit, submit written recommendations to management which address any finding, observations, opinions, or comments relating to internal controls, financial systems, compliance or other matters that come to the attention of the auditors during the audit process. These management letters shall be provided in draft form and discussed with County officials prior to publishing of the Annual Comprehensive Financial Report (ACFR). The draft letters shall be provided by November 15th of each year;
- C.2.3 Conduct preliminary audit work, prior to the County's fiscal year-end of June 30, commencing generally in April and/or May, or at any time as agreed upon by both parties. Conduct field work beginning on a mutually agreed upon date, generally the end of August for our three reporting entities, and the end of October for Linn County's main audit. The audit firm is expected to have completed its field work and no longer be on-site by the end of the second week of November. The engagement is to be completed in such a manner as to have the final ACFR delivered to the County within 150 days after July 1st of each year with a summary presentation of the audit results to the Board of Commissioners by December 15th of each year;
- C.2.4 Work papers and notes developed during the audits will be retained for a minimum of three years from the date of the audit report and will be made available upon request for examination by the County's cognizant agency or the County;
- C.2.5 Issue the following reports to the County upon completion of the audit:
- A report on the fair presentation of the financial statements of government activities, business-type activities, each major fund and aggregate remaining fund information;
 - A report on audit comments and disclosures as required by Oregon State Regulations;
 - A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards;
 - A report on compliance for each major program and on internal control over compliance required by the Uniform Guidance;

- C.2.6 Provide timely, year-round, expert advice to county officials on matters relating to budgeting, accounting, and audit issues; and
- C.2.7 Conduct audits for the three (3) fiscal years ending on June 30, 2022, 2023 and 2024. The contract is to be written to permit an extension of audit services for three (3) additional years if desired by the County and the audit firm.

SECTION D – PROCUREMENT REQUIREMENTS AND EVALUATION

D.1 Proposal Requirements.

D.1.1 Submission Requirements. Proposals should follow the format and reference the sections listed below. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Proposers shall submit one original and three (3) additional copies. In addition, Proposers should include one digital copy of their Proposal on CD or USB that is in PDF format. Proposals shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

RFP Title: Linn County Auditing Services
 RFP No.: 2021-419
 Attn: Bill Palmer
 Linn County Commissioner's Office
 300 4th Ave. SW, Room 201
 Albany, OR 97321

D.1.2 Proposal Content Requirements. All Proposals must include the following information:

- D.1.2.1 The name, address, and telephone number of your organization.
- D.1.2.2 Identification of the individuals comprising the team assigned to this contract and what specific role each will take in completing the work, including a description of their qualifications and proof of licensing.
- D.1.2.3 Names and qualifications of any outside consultants and associates that will be employed to assist on this project.
- D.1.2.4 Your current and past experience as it relates to the Scope of Work, as defined under Section C.2. Where applicable, include a list of similar engagements completed on behalf of other local government agencies. Sample work products, including reports, are encouraged.
- D.1.2.5 A description of your approach to auditing, including any anticipated potential audit problems. The description should, at a minimum, include all tasks listed in the Scope of Work. Proposers are encouraged to include any additional steps/tasks, that aren't otherwise listed in the Scope of Work, that they think may materially affect an audit.
- D.1.2.6 A minimum of three related business references, including names, addresses, and phone numbers.
- D.1.2.7 Any additional information the County may reasonably use to formulate an opinion about the capability and stability of your organization.

- D.1.2.8 Provide a standard fee schedule for which the County shall be responsible. The cost proposal should include all personnel costs by title, hourly rate, and estimated hours. Any additional reimbursable expenses should be separately itemized; and
- D.1.2.9 Provide a copy of your firm's most recent Peer Review letter.

D.1.3 Proposer Information and Certification Sheet. In addition to providing the information requested above, Proposals must include a Proposer Information and Certification Sheet, attached hereto as Exhibit C.

D.1.4 Public Record/Confidential or Proprietary Information. All information submitted by a Proposer shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exemption from disclosure consistent with Oregon law. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit B) and a fully redacted version of its Proposal. If a Proposer fails to identify the portions of its Proposal that Proposer claims are exempt from disclosure, the Proposer has waived any future claim of non-disclosure of that information. Identifying the Proposal, in whole, as exempt from disclosure is not acceptable.

The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a Proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The County will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Unless expressly provided otherwise in this RFP or in a separate communication, the County does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law.

If the County refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the District Attorney of Linn County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the County will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the County for all costs, expenses and attorney fees that may be imposed on the County as a result of appealing any decision regarding the Proposer's records.

D.1.5 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is received by the County in accordance with the RFP requirements before the closing date and time listed in Schedule B.2. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

D.1.6 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of the County's Contract as shown in Exhibit A (Sample Contract for Services), attached hereto and incorporated herein by reference.

D.2 Procurement Process.

D.2.1 RFP Availability. This RFP, including all Exhibits and Addenda, are available by contacting the POC described in Section B.3. The POC will email this RFP, including all Exhibits and Addenda, upon request but will not be mailing these documents to prospective Proposers unless requested pursuant to Section D.2.2.

D.2.2 Hard Copy Document Fees & Delivery. Proposers may also request hardcopies of the RFP, Exhibits, and Addenda from the POC. All costs for these documents and any associated delivery fees are at Proposer's expense.

D.2.3 Addenda. Any Addendum to the original solicitation can be viewed by contacting the POC to make arrangements. Proposers may request automatic notifications of any subsequent Addendum being issued to the RFP through the POC described in Section B.3. Except to the extent required by public interest, the County shall not issue an Addendum less than 72 hours before the Proposal due date and time unless the Addendum also extends the due date and time.

D.2.4 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from, any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing to the POC described in Section B.3. To be considered, the request for clarification or modification must be received by the County by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless an Addenda has been issued by the County. If a substantive clarification is in order, an Addenda will be issued pursuant to Section D.2.3.

D.2.5 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2.

D.2.6 Proposal Due. Proposals and all required submittal items must be received by the POC on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposals received after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

D.2.7 Proposal Rejection. The County may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including, but not limited to, the requirement that Proposer's authorized representative sign the Proposer Information and Certification Sheet in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with County representatives such as County employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.

- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

D.2.8 Opening of Proposal. There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

D.3 Evaluation Process.

D.3.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for Responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, the County may waive mistakes in accordance with LCPR 137-047.

At any time prior to award, the County may reject a Proposal found to be not Responsible in accordance with LCPR 137-047 and ORS 279B. In doing so, the County may investigate the Proposer and request information in addition to that already required in the RFP, when the County, in its sole discretion, considers it necessary or advisable.

D.3.2 Evaluation Criteria. Proposals that met the Responsiveness and Responsibility Determination evaluation will be evaluated by an Evaluation Committee. Points possible are as follows:

Evaluation Criteria	Maximum Points	Reference Section
Proposed Project Team (including any outside consultants)	10	D.1.2.2 & D.1.2.3
Past Experience	20	D.1.2.4
Audit Approach	30	D.1.2.5
References	10	D.1.2.6
Fee Schedule and Projected Total Cost	30	D.1.2.8
Peer Review Letter	Pass/Fail	D.1.2.9
TOTAL POINTS	100	

The POC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be done only to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

D.3.3 Additional Rounds of Evaluation. The County may conduct additional rounds of evaluation if in the best interest of the County. Additional rounds of evaluation may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

If the County elects to conduct additional round(s), the County shall provide written notice to all Proposers describing the next step. At any time, the County may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

SECTION E – AWARD AND NEGOTIATION

E.1 Award Consideration. The County, if it awards a Contract, shall award a Contract to the highest ranking Responsive and Responsible Proposer based upon the scoring methodology and process described herein. The County may award less than the full Scope defined in this RFP.

E.2 Intent-To-Award Announcement. The County will notify all Proposers in writing that the County intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The County reserves the right to announce its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all Proposers that the County intends to make an award.

SECTION F – PROTEST PROCEDURES

F.1 Solicitation Protests.

F.1.1 Solicitation Protest Generally. A Proposer may protest terms and conditions of this RFP pursuant to LCPR 137-049-0260. An Offeror must deliver a written protest to the POC provided in Section B.4.2 not less than ten (10) days prior to the closing date. The County is not required to consider an Offeror's request for change or protest after the deadline.

F.1.2 Solicitation Protest Content. Pursuant to ORS 279B.405, a Proposer may file a protest with the County if the Proposer believes that the procurement process is contrary to law, or if the Proposer believes that the RFP is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name. If the Proposer fails to timely file such a protest, the Proposer may not challenge the contract award on these grounds in any future legal or administrative proceeding.

F.1.3 County's Response. The County will provide notice to the Proposer if it entirely rejects a protest. If the County agrees with the Proposer's request or protest, in whole or in part, the County will either issue an Addendum reflecting its determination or cancel the solicitation pursuant to LCPR 137-047-0660.

F.2 Contract Award Protests.

F.2.1 Contract Award Protests Generally. A Proposer may submit to the County a written protest of a contract award pursuant to LCPR 137-047-0740. An Offeror may protest the award, in writing, within the timeline established herein. The written protest shall state the grounds upon which the protest is based, and no protest of award shall be considered after the deadline established in Section F.2.2.

F.2.2 Contract Award Protest Deadline. Proposers will have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must be addressed to the POC provided in Section B.3.

F.2.3 Response to Contract Award Protests. The County will issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the County upholds the protest, in whole or in part, it may in its sole discretion either award the Contract to the successful protestor or cancel the solicitation.

F.2.4 Contract Award upon Protest Period Expiration. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final contract award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

SECTION G – MISCELLANEOUS TERMS AND CONDITIONS

G.1 Costs of Proposals. Responses to this RFP do not commit the County to pay any costs incurred by any Proposer in the submission of a Proposal. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.

G.2. Addendum. Any change to this RFP shall be made by written addendum. The County is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum. The Proposer agrees to and shall comply with, all requirements, specifications, and terms and conditions contained within the RFP, including all Addenda, if any.

G.3 Cancellation. The County reserves the right to cancel this RFP solicitation or award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Linn County's best interest. In no event shall the County have any liability for the cancellation of award.

G.4 Disputes. In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the County shall be final and binding upon all parties.

G.5 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 approval of the County.

G.6 Conflict of Interest; Collusion. A Proposer submitting a Proposal thereby certifies that: 1) that no officer, agent, or employee of Linn County has a financial interest in its Proposal; 2) no officer, agent, or employee of Linn County who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the County; 3) that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer of the same call for proposals; and 3) the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

G.7. Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the County (normally in an intent to award notice), or

- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

The County will not make any payment until the County has a properly completed W-9.

G.8 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

G.9 Additional Reservations. The County reserves the right to:

- Waive any irregularities of informalities in any Proposals;
- Extend the deadline for submission of Proposals;
- Accept the Proposal deemed to be the most beneficial to the public and Linn County; and/or
- Negotiate and accept, without advertising the RFP, the Proposal of any other offer in the event that an agreement cannot be successfully negotiated with the selected Proposer.

ATTACHED EXHIBITS

Exhibit A: Sample Contract for Services

Exhibit B: Affidavit of Trade Secret

Exhibit C: Proposer Information and Certification Sheet

EXHIBIT A - SAMPLE CONTRACT TEMPLATE

CONTRACT FOR SERVICES (Pursuant to Resolution & Order No. 202X-)

THIS CONTRACT is made and entered into by and between **LINN COUNTY**, a political subdivision of the State of Oregon, (the "County"), of P.O. Box 100, Albany, Oregon, 97321, and **NAME OF BUSINESS**, of **Address, City, State, Zip**, (the "Contractor"), whose Federal Employer Identification No. is [REDACTED].

BRIEF PROJECT DESCRIPTION:	Audit Services
TOTAL NOT-TO-EXCEED AMOUNT:	\$

WHEREAS, The County requires the work and services described herein, and the Contractor is willing, skilled, and agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of the Contract.** This Contract shall be effective and services required hereunder shall commence on the date the Contract is executed by both parties, or on [day/ month], whichever is sooner, and shall terminate on [day/ month], unless otherwise terminated or extended as provided herein. Upon mutual agreement of the parties, the Contract term may be renewed and extended in accordance with Section 11.
2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$XX. The County shall pay the Contractor within 30 days following the date the invoice is received. The County shall make payments only after the County's receipt and approval of (i) the Contractor's detailed monthly invoice, and (ii) all documentation required by the invoice. If the County fails to pay within 45 days of such date, the Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
3. **Services to be Performed by the Contractor.** Contractor agrees to perform the following services to the satisfaction of the County:
 - a. [Specify Services]
 - b. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their bid, quote, or proposal, attached hereto as Exhibit A and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit A, the provisions of this Contract shall prevail.
4. **Compliance with ORS 279B.220.** For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.
5. **Warranty of Services.** The Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all licenses and certifications required to perform the work set forth in this Contract.
6. **Declaration of the Nature of the Contractual Relationship.** The Contractor is an independent contractor and not an employee of or agent of the County. The County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
7. **Hours of Labor; Compliance with Pay Equity Provisions.**
 - a. Pursuant to ORS 279B.235(a), no person shall be employed by the Contractor under this Contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for work performed on any legal holiday as specified in ORS 279B.020. This requirement does not apply to employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

- b. Pursuant to ORS 279B.235(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
8. **Workers' Compensation Provisions.**
- a. The Contractor may employ workers, and if the Contractor employs workers, the Contractor shall obtain and at all time keep in effect Workers' Compensation insurance. The Contractor represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through **[INSERT INSURANCE PROVIDER]**, Policy No. **XX**.
 - b. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the Contractor or the Contractor's employees.
 - c. The Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
 - d. The Contractor agrees that all employers, working under this Contract, including but not limited to the Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
 - e. The Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the Contractor was a subject worker under ORS 656.027.
9. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the Contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the Contractor, its officers, agents, or employees performing under this Contract. The Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the services under this Contract.
- a. **Granting of Authority Required.** Neither the Contractor nor any attorney engaged by the Contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.
10. **Amendments.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.
11. **Insurance.**
- a. **General Liability.** The Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:
 - (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
 - i. The Contractor has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.
- a. **General Insurance Provisions.**
- i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the

required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

- b. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the Contractor shall immediately notify County orally and in writing within three (3) business days.

2. **Termination.**

- a. **The County's Termination for Convenience.** The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

- b. **The County's Termination for Cause.** The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

- i. The Contractor breaches any of the provisions of this Contract. The Contractor shall be liable for any and all damages suffered by the County as the result of the Contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;

- (1) In the event of breach for unsatisfactory performance or nonperformance, the Linn County Board of Commissioners is the sole judge of the Contractor's unsatisfactory performance or nonperformance.

- ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;

- iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or

- iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or the County is prohibited from paying for such services from the planned funding source.

- c. **The Contractor's Termination for Cause.** The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.

- d. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The County may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.

- 3. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

4. **Records Maintenance; Access.**

- a. All records acquired or generated by the Contractor in its performance of this Contract shall be and remain the property of the County. Upon termination or expiration of the Contract, the Contractor shall work with the County as necessary to deliver all County-owned records to the County in a pre-approved format.

- b. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- 5. **Assignment; Delegation; Successors.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the

Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

6. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
8. **Compliance with Applicable Laws.** The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
10. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
11. **Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
 - a. **The County's Contact Information**
[contact name, title, address, phone, email]
 - b. **The Contractor's Contact Information**
[contact name, title, address, phone, email]
12. **Tax Certification.** The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. Further, the Contractor shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
13. **Counterparts.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
14. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions. Each person signing this Contract represents and warrants to have the authority to execute this Contract.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS FOR
LINN COUNTY

Signature

Roger Nyquist, Chairman

Name, Typed or Printed

Sherrie Sprenger, Commissioner

Title

William C. Tucker, Commissioner

Date

Date

APPROVED AS TO CONTRACT TERMS:

APPROVED AS TO CONTRACT FORM:

(Dept Head)
Linn County Title

Name of Attorney
Deputy/County Attorney for Linn County

EXHIBIT C
PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ **City, State, Zip:** _____

State of Incorporation: _____ **Entity Type:** _____

Contact Name: _____ **Email:** _____

Telephone: _____ **Federal Employer Identification No.:** _____

Oregon Business Registry Number: _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Exhibit A and as modified by any Addenda.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>

8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposer Information and Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
10. Proposer understands that any statement or representation it makes in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract found in Exhibit A and at the time of Contract execution.
12. If any Addenda are issued in connection with this RFP, Proposer has received and duly considered such Addenda, and acknowledges and agrees to the terms of all such Addenda as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)