REQUEST FOR PROPOSALS

Lane County Health & Human Services (21327)

Provision of Foodhandler Training and Testing website, to include maintenance of the application and the site, as well as integrated PPC and SEO marketing services

Initial Selection Period: August, 2024 through August 31, 2027

Please refer to page 3 for complete selection period

Responses Due: Noon, July 5, 2024

to: collette.christian@lanecountyor.gov

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You are hereby requested to respond to the following Request for Proposals by Noon, on July 5, 2024. Proposals received after deadline(s) will not be accepted. The favor of an e-mailed proposal is required to: collette.christian@lanecountyor.gov to be received by the above-indicated date/time.

Proposals properly submitted and received will be opened immediately following the time proposals are due.

When submitting your proposal via e-mail, please indicate the title of this RFP in your subject line and include the proposal and any other enclosures as attachments to the e-mail (not embedded). Acceptable attachment formats are: pdf, excel, doc/docx

PART I - GENERAL INFORMATION

Introduction

Lane County is an Equal Opportunity Employer and the Lane County process of contracting is built on the principles of equity, consistency and understandability.

The Lane County Department of Health & Human Services, on behalf of the Environmental Health Program (EHP) of the Public Health Division seeks proposals to provide ongoing professional programming, website and general technology (IT) services support to the maintenance of the orfoodhandlers.com platform. The current services being contracted for by Lane County on behalf of the Environmental Health Program include ongoing web page maintenance services, web page services marketing (search optimization), negotiation of pay-per-click placements (Google/Bing, other platforms that may emerge) and potentially, application development.

Lane County seeks to establish a contract that will anticipate the minimum IT support levels required. The resultant contract will establish a cost per hour for various services (maintenance of an existing vendor-owned application or its adaptation to another application/platform, search optimization and pay-per-click marketing). The County previously owned the application and paid to house it on an external site. The current vendor of these services revised the County-owned model to mirror their application and hosts it on their platform. The current configuration can be viewed at: orfoodhandlers.com, but is managed by the American Safety Council, dba Certus.

Payment for these services will be made out of the revenue earned by the site and the County is not interested in considering a percentage-based payment, though it will consider a per transaction revenue-sharing agreement, preferably capped at $1 per transaction or less. With proper attention to the SEO, the website transacts more than 100,000 foodhandler card issuances per year.

Please note that the orfoodhandlers.com website is utilized by more than thirty (30) Oregon counties and that Lane County retains very little earned income from the site. Most of the revenue is remitted to the other counties, or retained by the current services provider.

Respondents must be able to provide a minimum of the same level of support as the current provider, including the number of languages offered, text and video.

The contract arising from this RFP will commence on or about late August, 2024, unless there is a sole respondent to this RFP. The initial contract may be established for up to three years, based on revenue availability and contractor performance. Upon completion of the initial three-year period, the services may again be subject to competitive selection or may be extended for the usable life of the application and platform. In the case of a the latter determination, the County retains the right to match the selection period of this RFP to the usable life of the application and platform. The County may amend and extend the original contract or may periodically replace that contract with a new format, to incorporate revised terms and conditions. Lane County reserves the right to execute a contract on the basis of this selection at anytime throughout the selection period stated in this RFP.

The detailed request for responses is presented starting on page 11.

Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

Contract Requirements

A. The contractor must operate the program independently and not as an agent of Lane County. Proposals will be accepted from a consortium of agencies. One joint proposal from each consortium will be required.

B. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:

1. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.

2. Federal Code, Title 5 USCA 7201 et seq.: Anti-discrimination in employment

3. ORS 659.010, 659.015, 659.020 and, 659.030: Enforcement of Civil Rights

C. Contractor must comply with the following:

1. All contract requirements concerning the provision of insurance must be met. This may include comprehensive liability with Lane County named as additional insured, professional liability, fidelity bonding and workers' compensation coverage. Insurance coverages will also require an endorsement.

2. Automobile insurance with Lane County named as additional insured is required if clients are transported or a vehicle is used in conducting agency business under the contract. Professional liability insurance is required if services are provided by licensed staff. Insurance requirements are outlined in Exhibit H of Lane County contract.

Proposal Preparation and Submission

A. To be received and considered, all proposals must be in writing and signed by the bidder or the bidder's authorized representative. Proposals must be submitted in the manner specified in the RFP documents.

B. In your responses, please follow the sequence of questions or documentation requested in all sections of the Request for Proposals. All proposals must be submitted in PDF format.

C. By signing and returning a proposal, the proposer acknowledges that the proposer has read and understands the terms and conditions applicable to the proposal documents and that the proposer accepts and agrees to be bound by the terms and conditions of the contract, including to perform the scope of work and meet the performance standards.

D. Each proposer must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

E. All proposals submitted are subject to public inspection, with the exception of information covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal, acknowledges that it is the proposer’s responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer’s act in submitting a bid constitutes the proposer’s acceptance of this responsibility.

F. A proposer may not modify its proposal after submission. A proposer may withdraw its proposal at any time prior to RFP closure and may submit a replacement proposal in accordance with the required submission procedures.

G. Proposals will be received at this email: collette.christian@lanecountyor.gov and must be received, not transmitted, by Noon on July 5, 2024 Proposals will be publicly opened immediately following the time proposals are due. The County will **not consider** any proposal received after the time and date stated in the RFP document.

H. The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposal received and will become part of any resulting contract.

I. The County reserves the right to cancel a solicitation or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public bidding procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so The County may also:

1. Issue a subsequent request for Proposals for the same or similar goods or services
2. Solicit supplemental information only from those bidders that submitted bids, if in the public officer's judgment, it is unlikely re-advertising publicly would lead to greater competition
3. Not award a contract for the requested services
4. Waive any irregularities or informalities in either the RFP as released and/or amended, if "irregularities" are typographic or other inconsequential errors that do not impact the clear intent of this Request for Proposals
5. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid
6. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County
7. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal
8. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability
9. Waive the need for reference checks, based on current or prior experience with and/or knowledge of the proposer

J. The County will not examine any proposal prior to opening. However, the public officer may, but is not obligated to, examine proposal documents submitted electronically to verify receipt of the electronic submission in an intact condition. All proposals submitted will be opened publicly at the time, date and place designated in the RFP by Collette Christian, Program Services Coordinator (PSC). Any proposal or modification **received after the designated deadline will neither be opened nor considered**. Proposals submitted in response to an RFP may be opened in a manner to avoid revealing contents to competing proposers in accordance with ORS 279B.060(6)(a).

K. Proposals submitted are not subject to public inspection until a notice of intent to award has been issued, either by means of posting on the County's website or by direct notification to all proposers.

L. All proposals must be irrevocable for not less than thirty (30) days from the time of opening of proposals, unless otherwise stated in the RFP documents. The proposals of all proposers will remain irrevocable and binding, and any proposal securities will be retained by the public officer, until a contract has been executed and the contractor has provided any and all required performance bonds and insurance certificates.

<u>Proposal Evaluation and Award</u>

A. Proposal evaluation will be conducted by the public officer in cooperation with the department requesting the RFP, if any, based on the requirements of the RFP, compliance with procedures, public contracting laws, and the requirements of the Lane Manual, including:

1. Application of preferences for Oregon goods and services, resident bidders, recycled goods, and printing, pursuant to ORS 279A.120 to ORS 279A.128 and ORS 282.210.

2. Investigation and determination of responsibility requirements pursuant to ORS 279B.110.

3. Where the proposal includes more than one (1) price or alternative, any calculation and evaluation necessary to determine the most responsive proposal, the County may use the methods described in OAR 137-049-0380(2) or such other method as the public officer deems reasonable Submission of a completed Proposer's Statements and Certifications in the form included in this RFP.

B. Proposals will be reviewed for qualifications and completeness by Collette Christian, PSC. Proposers must provide the following:

1. Information required by Proposal Content section of the RFP

2. Signed Proposers' Statements and Certifications

C. Proposals will be reviewed by the proposal review committee. The proposal review committee will be made up of two or three Public Health staff members. The number of reviewers/scorers may vary according to the number of responses received. The County will consider the contractor's technical expertise as set forth in the response, but may also move to a supplemental

process, which may include interviews, written questions and a request to consult contractor references..

D. Minor informalities/mistakes in proposals may be waived. Mistakes discovered in proposals after opening where the intended correct statement or amount is evident or properly substantiated may be corrected. Where the intended correct statement or amount is not evident or cannot reasonably be substantiated or clarified, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.

E. The County will provide written notice of its intent (NOI) to award, either by posting an NOI on the County website or by direct notification to all proposers by July 15, 2024, unless a supplemental process is initiated. In this case, all respondents will be notified of that process and the delayed notification.

Following issuance of a notice of intent to award, all proposals are open to public inspection, except for information covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal acknowledges that it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer's act in submitting a proposal constitutes its acceptance of this responsibility.

F. The County reserves the right to cancel a solicitation, or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public solicitation procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so.

If all proposals are rejected in whole or in part, the County may advertise for new proposals, or solicit supplemental information only from those proposers that submitted proposals, if in the public officer's judgment it is unlikely re-advertising publicly would lead to greater competition. PSC Christian is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

Clarification and Protest of Solicitation Documents

If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer, PSC Christian via email at: collette.christian@lanecountyor.gov If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to time of RFP closure, unless the public officer determines that a shorter period is in the public interest. The terms of any addenda issued are to be included in the proposer's proposal and will become part of the contract documents. Addendums will be posted on the County-Wide Bid Page.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to PSC Christian via email to: collette.christian@lanecountyor.gov by Noon on June 12, 2024.

Lane County will consider the protest if the protest is timely filed and contains:

A. Sufficient information to identify the solicitation that is the subject of the protest;

B. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;

C. Evidence or supporting documentation that supports the grounds on which the protest is based; and

D. The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than three (3) business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

Protest Process

A respondent to an RFP that submitted a responsive proposal, and is not selected for award, may protest the award or recommendation or notification of intent to award a contract based on RFPs submitted. Any protest must be received by the County within seven 7 days of the notice of recommendation or intent to award or, if no notice is given, of actual award.

Protests of award or intent to award will be considered by the Local Contract Review Board (LCRB), if the Board's action were or will be required to award the contract. All other protests of intent to award will be considered by the County Administrator, or the Administrator's designee.

A. Requirements for protest.

1. A protest of award of a public improvement contract must specify the applicable grounds for protest set forth in OAR 137-049-0450(4)(c), which is hereby adopted into this rule.

2. All other protests of award must be in writing and specify the applicable grounds for the protest as set forth in ORS 279B.410(1).

3. Any protest not in compliance with these rules may be rejected.

B. Review and determination.

1. Upon receipt of a protest, the department must promptly notify both the evaluation committee and the proposer recommended for award that a protest has been received and furnish each with a copy of the protest. Both the recommended proposer and the

committee may, within three 3 calendar days from the date the protest was received, respond to the protest in writing.

2. After a protest has been received, the Department that issued the RFP must prepare a written analysis of the protest and make a recommendation to the decision maker as to appropriate action to be taken.

3. Contracts Requiring Board Action to Award. If the public officer determines there is sufficient merit to reject proposals, the public officer may do so. If, following any action by the public officer, any portion of the protest remains, the LCRB must be provided with, and may consider, a complete copy of the written record, and any other evidence provided, at a public meeting. At the public meeting the LCRB may, at the LCRB's discretion, allow the department that issued the RFP and the appellant an opportunity to address the protest. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order.

4. Contracts Not Requiring Board Action to Award. The County Administrator has authority to reject proposals, or to affirm, reverse, or revise the award, or send the matter back to the department for further action. The Administrator must deliver this decision to the LCRB. If, within seven 7 days, the LCRB elects to review the matter, the LCRB must be provided with and may consider a complete copy of the written record, and any other evidence provided, at a public meeting. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order. If the LCRB does not elect to review the matter within seven 7 days, the Administrator's decision will be final.

C. The procedures in this rule are mandatory to the extent they establish the time and manner for protests to be submitted to the County, including that the protest be in writing specifying the grounds and timely filed, and that there be a written response. The other protest procedures above are directory, and failure to follow or complete the action in the manner provided will not invalidate the County's decision.

PART II – REQUESTED SERVICES

Program Description

We refer potential respondents to the existing website: https://www.orfoodhandlers.com/#/
County seeks to maintain and/or improve the existing training and testing program, for the benefit of all participating Oregon Counties. Lane County additionally does maintain a separate "market basket" on this site, where it sells laminated certificates and related articles. These transactions are separate from the training and testing transactions and all revenue garnered is retained by Lane County.

Please note: In the interest of transparency, that the State of Oregon is considering establishing a single website for this purpose. If established, all counties will then be expected to participate and Lane County would likely be asked to close its site and transition its services to the State-sponsored website.

REQUESTED SERVICES:

Lane County seeks to purchase professional programming, webpage maintenance, webpage enhancement/overhaul, internet and internet/website marketing services to provide long term, secure, on-line environmental health services training/testing and issuance of Oregon foodhandler cards/certificates. Examples of the current on-line services established are:

- Website maintenance and updating of the orfoodhandlers.com site which permits Oregon residents to train for and complete food handling certificate program on-line. (Source code for this application is currently a product of the American Safety Council, dba Certus, but County will accept use of a similar application, provided at little or no cost by a respondent to this RFP.)
- Development of databases, as required by the EHP sanitarians or other staff.
- On-line access by County residents to remotely access inspection reports.
- Technical re-writing of training or support materials for use by EHP staff, based upon Oregon guidance/revisions.
- Website marketing using a variety of tools.

The EHP has staff who perform a variety of functions – sanitary inspections, food handler certifications, fiscal and management. The EHP generates more than 3,000 restaurant or related reports per year. Staff operate both in the field and at EHP's central office. In addition to generating a variety of reports, EHP maintains historical inspection and reporting data and uploads data to a statewide database.

The EHP requires that respondents be able to work with the County's Technical Information Services Department and the State of Oregon Departments to ensure that the platforms utilized and the applications/programs developed are compatible and able to interface with applicable County and State sites and applications, as required.

Respondents must be able to:

- Design applications using SQL Server 2008 and Windows Server 2003+.
- Write crystal reports.
- Develop and launch websites and maintain the existing orfoodhandlers.com site.
- Export data from databases into Excel and develop graphing functions.
- Incorporate photos and graphics (jpeg, RTF and other formats) into reports and other documents.
- Incorporate Word and Adobe documents, including MS tables into reports and other documents.
- Develop websites and databases to be securely hosted on non-County-owned servers (cloud-based) and possibly on secure, protected County servers.
- Ensure appropriate data encryption to protect the websites and databases.
- Ensure PCI compliance.
- Use "google ads" and other placement techniques to enhance revenue generated at the County's food handling website and replacement, successor or future sites.
- Provide defined, secure storage for all application software
- Provide the County with the source codes for any applications/software developed and grant the County rights of ownership to these products
- Demonstrate that their organization has sufficient depth of staffing to ensure adequate maintenance of

any systems or websites and back-up staff capable of responding to service or other issues.

- Advise the environmental health program supervisor on the appropriate selection of hardware to provide sanitarians and other staff access to the developed systems/websites.
- Provide training for County staff on the use of any systems developed or maintained under the resulting contract.
- Be responsive to the need to adapt or alter systems developed under the resulting contract.
- Be available to respond to service issues within four hours.

Please note that the EHP contracts-out all credit card payment processing. PCI compliance is related only to an environment in which payment data is neither collected nor stored on County-hosted web pages.

Additional Information

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to this email address: collette.christian@lanecountyor.gov Requested information to the extent it is available, will be posted on the County-Wide Bid Page.

***Please note that the Notification date of 7/15/24 will be revised, if a supplemental evaluation process Is required, either demonstrations, or supplemental questions or interviews. Respondents will be notified of any delay in Notifying.**

PART III - CALENDAR OF EVENTS

6/5/2024……..	Request for Proposal Released
6/12/2024……..	Deadline for Commenting on or Protesting Specifications Believed to Limit Competition
7/5/2024, Noon……	Proposals Due to PSC E-mail address
7/15/2024……..	**Notification** of Review E-mailed*****
7/22/2024……	Protest of Recommendations Due
7/31/2024……..	Contracts Awarded

PART IV – PROPOSAL CONTENT

Proposer must submit all items included in this section of the RFP.

Please note:

- the County retains the right to enter into supplemental review processes for some or all of the proposals. The scoring system set forth on pages 16 and 17, cannot foresee the intricacies of the proposals. Therefore, the County may request consultative interviews with the proposers, may request additional written information or, possibly request data demonstrating the effectiveness of the proposed website marketing.
- The current application and website are not the property of Lane County. The County can provide respondents with the name of contact staff at Certus, but cannot guarantee their responsiveness to those submitting competing proposals.

Response Format

Basic Information: Please provide full contact information for the person submitting this proposal, whom the County would contact with any questions. Please indicate the proximity of the proposed support staff to Eugene, Oregon.

A. Proposal Content – General Explanation of Proposal

Please briefly summarize, one page, your ability to either maintain the existing site, through an agreement with Certus to assume this responsibility, or to transfer the County's content to another site (application for foodhandler card issuance training/testing). The costs involved in such a transfer and the time frame to effect the transfer.

B.1Technical Expertise (Websites)

Please provide links to current foodhandler card or similar issuance sites maintained by your company/agency in the State of Oregon and/or other states and confirm your firm's abilities with the following technical aspects of website development and/or maintenance:

- **Website development (HTML, CSS, XML, WPF)**
- **Programming in SQL Server 2008 and Windows Server 2003+**
- **Complex applications development expertise, including .NET experience**
- **Use of cloud hosting**
- **Secure data encryption**
- **Experience developing e-commerce sites**
- **Experience with merchant services and payment mechanisms**
- **PCI compliance**
- **Experience interfacing with multiple on-line payor systems and gateways (Lane County uses Elavon as its payment gateway)**
- **Experience developing websites that support all standard browsers (IE, Google, Firefox)**
- **Statement of your approach to website optimization**

B.2 DATABASE DEVELOPMENT (As part of the assurances provided to establish competency/experience in this area, please provide the narrative description of at least 3 databases developed, explaining the purpose, size, data language used and other basic criteria):

- **Database creation**
- **Data export to spreadsheets, graphs and tables**
- **Formatting for a wide range of formats/extensions (Adobe, Word, Jpeg, RTF)**

B.3 APPLICATION DEVELOPMENT (please provide a narrative description of at least 3 complex applications developed, explaining the purpose, size, number of users and other basic criteria with preference being given for actual foodhandler training/testing applications):

- **Certification and/or experience with development platforms and scripting languages (NET, ASP, PHP, Java)**
- **Demonstration of platforms in which the developer is certified and/or experienced by means of the references provided who will attest to the development of applications**

B.4 OTHER:

- **Detail experience working with/for Public Health and/or Environmental Health programs**

C. Budget/Funding:

This is an indeterminate pricing request. If additional funds, up to Twenty Percent (20%), are awarded to Lane County and allocated for these services during the period of this solicitation, Lane County reserves the right to disburse those funds through this process. A budget format follows. This format requests details concerning the anticipated FTE, rates and benefits. The current proposal is for all costs involved to not exceed $1 per transaction earned on the website.

RESPONDENT STATEMENTS AND CERTIFICATIONS

(CONTRACT FORM D-2, 2020 EDITION)

Respondent's Name: _____

RFQ or RFP Title: _____

RESPONDENT STATEMENTS

Respondent's Offer. Respondent offers to provide the required goods or services in accordance with the requirements of the Request for Proposals (RFP) or Request for Qualifications (RFQ) stated above as stated in the enclosed response. The undersigned Respondent declares that Respondent has carefully examined the above-named RFP or RFQ, and that, if an award is made, Respondent will execute a contract with the County to furnish the goods or services required under the RFP or RFQ response submitted with this form. Respondent attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this document, and that the person signing has the authority to represent the individual or organization in whose name the response is submitted.

Respondent's Acceptance of Terms and Conditions. By execution of this form, the undersigned Respondent accepts all terms and conditions of the RFP or RFQ except as modified in writing in its response. Respondent agrees that the offer made herein will remain irrevocable for a period of 60 days from the date responses are due.

Respondent's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Respondent acknowledges that its entire response is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this bid that is claimed to be exempt from disclosure has been clearly identified either in the Respondent Statement, or in an itemization attached hereto. Respondent further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Respondent has received and considered, in the accompanying response, the terms of the following addenda, if any: _____

CERTIFICATIONS

By signing this Respondent's Certification form, Respondent certifies that:

1. Certification of Resident Bidder Status. Respondent is _____is not _____ (check one) a resident bidder, as defined in ORS 279A.120.

2. Certification of Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.

3. Certification of Non-Collusion. This bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a bid for the same services, and is in all respects fair and free from collusion or collaboration with any other Respondent.

4. Certification of Compliance with Tax Laws. Respondent has, to the best of Respondent's knowledge, complied with Oregon tax laws in the period prior to the submission of this bid, including:

    a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,

    b. Any tax provisions imposed by a political subdivision of this state that applied to Respondent or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and

    c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.

RESPONDENT

_____	_____
Authorized signature	Respondent’s legal name
_____	_____
Name of authorized signer	Address
_____	_____
Title	
_____	_____
Date	Federal Tax ID number

CONTACT INFORMATION FOR THIS SUBMISSION

_____

Contact name

_____

Telephone number

_____

Email address

PART V – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

Evaluation of Part A: Maintenance of Current System/site (Score value of 0 to 30) SCORE: _____

If the proposer can maintain the current site, either because the proposer is Certus or based on the proposer's ability to contract with Certus at no cost to the County (by engaging in profit sharing or another means), then score Part A at 30 points.

If the proposer can maintain the current site, but based upon an added annual cost, to cover the cost of contracting with Certus (which costs are then passed on to the County under Part C), then Score as follows:

Cost of less than $20k/annum = 25
Cost of less than $30k/annum = 20
Cost of less than $40k/annum = 15
Cost of less than $50k/annum = 10
Higher cost than $50k/annum = 0

If the proposer would provide an equivalent application on another site, then score as follows:

Minimum disruption, 2 months or less to transfer, cost of less than $50k = 30 points
Disruption, 3 months or less to transfer, cost of less than $60k = 25 points
Disruption, 4months or less to transfer, cost of less than $70k = 20 points
Disruption, 5 months or less to transfer, cost of less than $80k =15 points
Disruption, 6 months or less to transfer, cost of less than $90k = 10 points
Time frame and costs exceed those stated above = 0 points

Evaluation of Part B.1: Technical Expertise (Score value of 0 to 40) **SCORE**: _____

Score as follows based upon the percentage of listed expertise (programming, encryption, website development, ecommerce, as set forth in B.1)

100% experience = 40 points
90% experience = 30 points
80% experience = 20 points
70% experience = 10 points
60% experience or less= 0 points

Evaluation of Part B.2: Databases (Score value of 0 to 30) **SCORE**: _____

As set forth above, score based on percentage of desired capacities supported in the proposal

100% experience = 30 points
90% experience = 20 points
80% experience = 10 points

70% or less = 0 points

Evaluation of Part B.3: Applications (Score value of 0 to 30) **SCORE**: _____

As set forth above, score based on percentage of desired capacities supported in the proposal

100% experience = 30 points
90% experience = 20 points
80% experience = 10 points
70% or less = 0 points

Evaluation of Part B.4: Public Health Experience (Score value of 0 to 20) **SCORE**: _____

Extensive experience, has established and directed similar websites for training/testing = 20 points
Some experience, possibly with a single site, in multiple states, for example = 15 points
Limited experience with related public health activities = 10 points
No experience = 0 points

Evaluation of Part C: Costs (Score value of 0 to 50) **SCORE**: _____

Cost sharing at less than $1/transaction= 50 points
Cost sharing at $1/transaction= 40 points
Cost sharing at $1.00 to $1.25/transaction= 30 points
Cost sharing at $1.26 - $1.50/transaction= 20 points
Cost sharing at $1.51 - $1.75/transaction= 10 points
Cost sharing in excess of $1.75/transaction= 0 points

TOTAL SCORE: _____ (maximum 200)

Date:

Your Name:

Name of Proposer:

Sample County Contract (Goods & Services)

58397

Lane County Contract

THIS Contract is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and _____, hereinafter referred to as CONTRACTOR, for the period commencing February 01, 2024 to and including June 30, 2025. Contractor has successfully been selected to provide the goods and/or services solicited via an RFP
WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The terms of this Contract are contained in this document and the following documents which are included by reference as if incorporated herein:
BOILERPLATE dated 03-26-2021
EXHIBIT F dated 01-01-2024
EXHIBIT H dated 07-05-2022
Regardless of any statement to the contrary in this ContractEXHIBIT D, EXHIBIT G are not relevant to this Contract

Each of the parties designates the individual listed below as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

Lane County, Oregon	
County: _____ Steve Mokrohisky Date County Administrator	Authorized Representative: Collette M. Christian Program Services Coord 2 collette.christian@lanecountyor.gov 151 WEST 7TH AVE S-520 EUGENE, OR 97401

Insurance Reviewed:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows-

1. CONTRACTOR will meet all requirements laid out in Exhibit A - Additional Terms and Conditions, including Business Associate Agreement language if included.

2. CONTRACTOR's Services: CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY, the necessary services to conduct the specific programs described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C - Budget Plan by this reference made a part hereof.

3. Match: CONTRACTOR will provide non-federal match at a level indicated in Exhibit D - Match.

4. Lane Manual: CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit F, by this reference incorporated herein.

5. Federal Terms and Conditions: CONTRACTOR agrees to comply with Exhibit G - Federal Terms and Conditions by this reference made a part hereof, if applicable to this Contract.

6. Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. COUNTY may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving CONTRACTOR not less than 30 days' advance written notice. If COUNTY reasonably believes that CONTRACTOR is in material breach of CONTRACTOR's obligations or any representation or warranty contained in this Contract, upon notice to CONTRACTOR of such breach and failure of CONTRACTOR to cure such breach within 7 days of receipt of COUNTY's notice, COUNTY may terminate this Contract.

7. Multiple Counterparts: This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute anoriginal.

8. Authorized Representative: Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified, notice may be given to the person executing the Contract on behalf of that party.

9. Compliance with Coronavirus Guidelines, Laws, Rules, and Orders: The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and

with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Contract, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' carrying out of their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify

10. Contractor Certifications: BY EXECUTION OF THIS CONTRACT, THE PERSON SIGNING THIS CONTRACT CERTIFIES TO COUNTY THAT:

a. The person signing this Contract has the power and authority to execute this Contract on behalf of CONTRACTOR, and to bind CONTRACTOR to its terms,

b. CONTRACTOR will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work.

c. CONTRACTOR has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225,

d. All staff and volunteers used in any program receiving funding from the Department of Human Services (DHS), Oregon Health Authority (OHA), Oregon Youth Authority (OYA), Department of Education (DOE) or the Employment Division or is licensed by DHS, OHA, OYA, DOE or the Employment Division will complete a criminal history check per ORS 181.534 or 181.537 and will not have unsupervised contact with clients prior to approval by DHS, OHA, OYA, DOE or Employment Division, and

e. CONTRACTOR has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:

(i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and

(iii) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

f. Pursuant to ORS 305.385(6) and OAR 150-305-0302, CONTRACTOR hereby swears and affirms under penalty of perjury that, to best of my knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380 (4)(a).

Exhibit A

Additional Terms and Conditions

Exhibit B

Program Plan

Exhibit C

Budget

FY 21-23 CFDA Information

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
A&D 03	System Management and Coordination-AddictionServices		N/A	
A&D 60	Start-Up - Addiction Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services	Sub-recipient	SAPT	93.959
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder ResidentialTreatment	Vendor	TANF	93.558
A&D 63	Peer Delivered Services		N/A	
A&D 64	HousingAssistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Sub-recipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity	Sub-recipient	SAPT	93.959
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 01	System Management and Coordination		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)		N/A	
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 20	Non Residential Adult Mental Health Services for Adults	Sub-recipient	MHBG	93.958

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
MHS 22	Non Residential Adult Mental Health Services for Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults in Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals Under the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 31	Enhanced Care/Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older/Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Residential Review Services (PASRR)		N/A	
MHS 37	Start-Up Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	
PE 01-01	State Support for Public Health (SSPH)		N/A	
PE 01-07	ELC ED Contact Tracing	Sub-recipient	CDC/Epi & Lab Capacity	93.323
PE 01-09	COVID-19 Active Monitoring - ELC	Sub-recipient	CDC/Epi & Lab Capacity	93.323
PE 01-10	CARES	Sub-recipient	Immunization and Vaccines for Children	93.268
PE 03	Tuberculosis (TB) Services		N/A	
PE 07	HIV Prevention Services	Sub-recipient	CDC/HIV AIDS Prevention Activities, Health Dpt. Based	93.940
		Sub-recipient	Integrated HIV Surveillance & Prevention for Health Depts	93.944

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE 10	Sexually Transmitted Disease (STD)		N/A	
PE 12	Public Health Emergency Preparedness Program (PHEP)	Sub-recipient	CDC/Public Health Emergency Preparedness	93.069
PE 13-01	Tobacco Prevention and Education Program (TPEP)		N/A	
PE 17	Vector Control		N/A	
PE 36	Alcohol and Drug Prevention Education Program	Vendor	SAMHSA/Alcohol & Drug Prevention Education Program	93.959
PE 40-01	WIC NSA: July - September	Sub-recipient	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557
PE 40-02	WIC NSA: October - June	Sub-recipient	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557
PE 42-03	Perinatal General Funds & Title XIX	Vendor	Title XIX Medicaid Admin/Medical Assistance Program	93.778
PE 42-04	Babies First! General Funds		N/A	
PE 42-06	General Funds & Title XIX	Vendor	Title XIX Medicaid Admin/Medical Assistance Program	93.778
PE 42-11	Title V	Sub-recipient	HRSA/Maternal & Child Health Block Grants	93.994
PE 42-12	Oregon Mothers Care Title V	Sub-recipient	HRSA/Maternal & Child Health Block Grants	93.994
PE 42-14	Home Visiting		N/A	
PE 43-01	ImmunizationServices	Sub-recipient	CDC/Immunization Cooperative Agreements	93.268
PE 44-01	School Based Health Centers (SBHC) Base		N/A	
PE 44-02	SBHC Mental Health Expansion		N/A	
PE 46-05	Reproductive Health Community Access		N/A	
PE 50	Safe Drinking Water (SDW) Program	Vendor	EPA Public Water System Supervision	66.432
		Vendor	EPA/Safe Drinking Water State Revolving Fund	66.468
PE 51-01	Leadership, Governance & Program Implementation		N/A	

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE 51-02	Regional Partnership Implementation		N/A	
PE 60	Suicide Prevention, Intervention & Postvention	Sub-recipient	SAMHSA/Substance Abuse & MH Services Projects of Regional & National Significance	93.243
PE 62	Overdose Prevention	Sub-recipient Sub-recipient	SAMHSA/State Targeted Response to the Opiod Crisis Grants CDC/Injury Prevention & Control Research and State & Community Based Programs	93.788 93.136
HS	Healthy Start		N/A	
HSGF	Healthy Start General Fund		N/A	
MIECHV	Nurse Family Partnership	Sub-recipient	HRSA	93.870
SPF PFS	Strategic Prevention Framework Partnership for Success	Sub-recipient	SAMHSA	92.243
SAPT	Substance Abuse Treatment Block Grant	Sub-recipient	SAMHSA	93.959
CARES- CRF	Coronavirus Relief Fund	Sub-recipient	TBD/ Coronavirus Relief Fund	21.109
CDBG	Community Development Block Grant	Sub-recipient	HUD	14.218
PE01 CSBG	Community Services Block Grant	Sub-recipient	HHS	93.569
CARES CSBG	Community Services Block Grant (Coronavirus Relief)	Sub-recipient	HHS	93.569
COC	Continuum of Care	Sub-recipient	HUD	14.288
PE02 ESG	Emergency Solutions Grant	Sub-recipient	HUD	14.231
PE03 EHA	EmergencyHousing Assistance		State Funding	
ERA	Elderly Rental Assistance		State Funding	
PE04 SHAP	State Homeless Assistance Program		State Funding	
SNAP 50/50	Supplemental Nutrition Assistance Program	Sub-recipient	Department of Agriculture	10.561
HSC	Human Services Commission		Local Funding	
PE05 HSP	Housing Stabilization Program	Sub-recipient	HHS	93.558
PE06 HTBA	HOME Tenant Based Assistance Program	Sub-recipient	HUD	14.239
HUD	Housing and Urban Development Continuum of Care Grants	Sub-recipient	HUD	14.267
LIRHF	Low Income Rental Housing Fund		State Funding	
PE08 LIHEAP	Low Income Home Energy AssistanceProgram	Sub-recipient	HHS	93.568
PE09 LIHEAP WX	Low Income Home Energy AssistanceProgram Weatherization	Sub-recipient	HHS	93.568

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE10 OEAP	Oregon Energy Assistance Program		State Funding	
PE11 BPA	Bonneville Power Administration WeatherizationProgram		State Funding	
CARES-EA	Coronavirus Energy Assistance and Weatherization	Sub-recipient	HHS	93.568
PE12 DOE WAP	Department of Energy Weatherization Assistance Program	Sub-recipient	DOE	81.042
PE13 ECHO	EnergyConservation Helping Oregonians Weatherization AssistanceProgram		State Funding	
SAMHSA	Substance Abuse and Mental Health Services Administration	Sub-recipient	SAMHSA	93.243
CARES	Coronavirus Relief Fund			
PE15 EAS/CRF	PE 15 Energy Assistance Stability (EAS) Program - CRF		State Funding	
PE14 CRF RR	Coronavirus Relief Fund (CRF)		State Funding	
BRS	Behavioral Rehabilitation Services	Vendor	HHS MAP	93.778 93.767
JCP	Juvenile Crime Prevention		State	
JCP BASIC	Juvenile Crime Prevention Basic Services		State	
JCP DIVER	Juvenile Crime Prevention Diversion Services		State	
OYA FLEX	Oregon Youth Authority IndividualizedServices		State	
Serbu	Serbu Foundation		Private	
TITLE II	Title II Formula Grant		OJJDP	16.54
BLM	Bureau of Land Management		Secure Rural Schools	15.234
FEMA	Federal Emergency Management Agency	Contractor	FEMA	97.036
CARES	Coronavirus Relief Fund	Subrecipeint	H&HS	20.019

Exhibit D

Match

Not Applicable

Exhibit E

Special Reporting Requirements

Exhibit F

Lane County Standard Provisions

STANDARD COUNTY CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS** The performance of the Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.

2. **INSURANCE AND INDEMNIFICATION**
   - **2.1** **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
   - **2.2** **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
   - **2.3** **Workers' Compensation.** Contractor, its subcontractors, and all employers working under the Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
   - **2.4** **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under the Contract.
   - **2.5** **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under the Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County.
   - **2.6** **Intellectual Property.** If the Work of the Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

3. **CONTRACTOR'S OBLIGATIONS**
   - **3.1** Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
   - **3.2** Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
   - **3.3** Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
   - **3.4** Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work.
   - **3.5** Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.
   - **3.6** Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
   - **3.7** Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

3.8 Contractor must report to Lane County, either verbally or in writing, if they have reason to believe that a principal, employee, agent, subcontractor, vendor, program applicant and/or program participant may have committed fraud, misrepresentation, falsifying data system input; made a false claim or committed a prohibited act under the Oregon False Claims Act; has committed an ethical violation; has committed criminal or civil violation of laws pertaining to bribery, gratuity, conflict of interest; or has committed other acts of misrepresentation or conspiracy to engage in misrepresentation in connection with this Contract or any moneys paid under this Contract.
Such reporting may be made through one of the following mechanisms:

- **Lane County Fraud, Waste, and Abuse Toll-Free Telephone Hotline**
  - English Speaking 844-290-0008
  - Spanish Speaking 800-216-1288
- **Lane County Fraud, Waste, and Abuse Website**
  - www.lighthouse-services.com/lanecounty
- **Lane County Fraud, Waste, and Abuse Email**
  - reports@lighthouse-services.com
- **Lisa Nichols, Quality & Compliance Manager**
  - Lisa.Nichols@lanecountyor.gov

Contractor will make available the above listed reporting information to all employees, agents, and subcontractors in connection with this Contract. Reporting will not result in retaliation or retribution. The information reported may be the basis of an internal and/or external investigation and will be protected to the extent possible by law. Contractor has the option of remaining anonymous though, by doing so, Lane County's ability to conduct an investigation may be limited.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.

4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.

4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.

4.4 If Contractor is a nonresident bidder and the Contract price exceeds $10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.

4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.

4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.

4.7 **Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

4.8 **Americans with Disabilities Act Compliance.** During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

4.9 **Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made may make, or causes to be made that pertains to this Contract or to the Work of the Contract.

4.10 **Compliance with Law.** In connection with its activities under the Contract, Contractor must comply with all applicable federal, state and local laws.

5. MODIFICATION AND TERMINATION

5.1 **Modification.** No modification or amendment to the Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 Termination:

5.2.1 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate the Contract immediately upon notice to Contractor.

5.2.2 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

5.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

5.4 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under the Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

6.2 Choice of Law, Venue, and Jurisdiction. All matters in dispute between the parties to the Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. CONTRACTOR HEREBY CONSENTS TO IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Attorney Fees. In the event an action, suit of proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

7. MISCELLANEOUS PROVISIONS

7.1 Taxes.

7.1.1 County's Tax-Exempt Status. County is a political subdivision of the State of Oregon, and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

7.1.2 Contractor's Taxes. Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

7.2 Public Records. The parties acknowledge that the Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

7.3 Merger and Construction. The Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

7.4 Waiver. Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of the Contract.

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

7.6 **Survival.** The provisions of the Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.7 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of the Contract.

7.8 **Non-Assignment.** Contractor may not assign or transfer its interest in the Contract without prior written approval of County.

7.9 **Binding on Successors and Assigns.** The provisions of the Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

7.10 **No Third-Party Beneficiaries.** County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in the Contract.

7.11 **Headings.** The headings and captions in the Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

Exhibit G

Federal Requirements

Not Applicable

Exhibit H

Insurance

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **Commercial General Liability**

MINIMUM POLICY LIMITS

- X $2 million per occurrence/$4 million aggregate
- ☐ Amount required by funding source
- ☐ Other - Amount approved by Risk Manager or required by contract

Policy must include:
. Commercial General Liability
. Damage to Rented Property ($50,000)
. Medical Expenses ($5,000)
. Personal and Advertising (Same as per occurrence)
. Products/Completed Operations (Same as per occurrence)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

Aggregate Limits: Per Policy

X **Automobile Liability**

MINIMUM POLICY LIMITS

- X $2 million combined single limit per accident for bodily injury and property damage
- ☐ Statutory Amount
- ☐ Amount required by funding source
- ☐ Other - Amount approved by Risk Manager and required by contract

Insurance with limits as specified below. Coverage shall include owned, hired and non-owned autos and include Lane County and its divisions, commissioners, officers, agents, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

X **Workers' Compensation and Employer's Liability**

MINIMUM POLICY LIMITS

- X Statutory amount (currently $500,000 in Oregon, other states may vary)
- ☐ Other: minimum of $1,000,000 when not regulated by statute

As statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

X **Additional Insured Clause** ADDITIONAL INSURED ENDORSEMENT. The insurance coverages required for performance of this contract shall include an Additional Insured Endorsement, either:
1. By Scheduled or named (not blanket or by written contract requirement) endorsement to name "Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds" on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by separate endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract; OR
2. By Blanket endorsement or by written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract MUST include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided.

Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Aggregate Limits:

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**

CERTIFICATE HOLDER: Lane County, its officers, agents, employees and volunteers.

LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER. The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverage's are Primary and Noncontributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverage's does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage's within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.

Rev. RM 7/5/2022