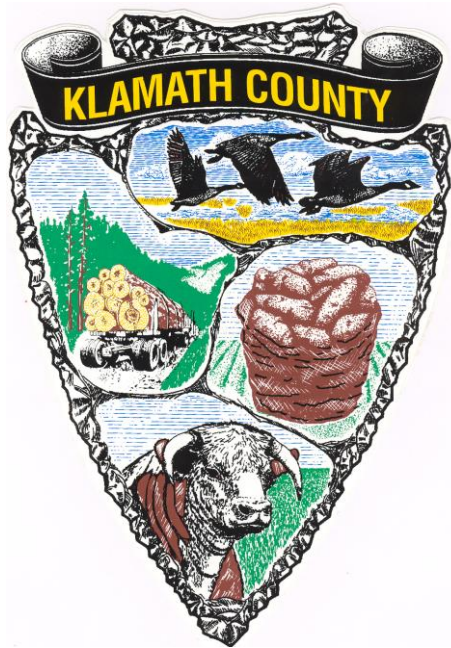


**Klamath County, Oregon**



**Real Estate Services  
for  
Klamath County Property Management**

Request for Proposals

**Date of Issuance:** October 20, 2015

**Proposals Due:** 2:00 P.M., November 19, 2015

Issuing Office:	Klamath County Human Resources
Contact:	Leslie Barlow-Hunter, Contract and Risk Manager
Address:	305 Main Street, Klamath Falls, Oregon, 97601
Phone (voice):	(541) 851-3693
Phone (fax):	(541) 883-4270
E-mail:	<a href="mailto:lbarlow-hunter@co.klamath.or.us">lbarlow-hunter@co.klamath.or.us</a>

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## **SECTION 1: GENERAL INFORMATION**

### **1.1 Introduction.**

#### **1.1.1 Overview, Objectives, and Background.**

Klamath County is requesting proposals from real estate brokers/firms to list and sell non-tax foreclosed surplus property zoned Commercial and/or Industrial. It is the intent of this Request for Proposal (RFP) to have the successful broker/firm, enter into a Professional Services Contract with Klamath County to supply real estate services as outlined herein.

#### **1.1.2 Contract Term.**

The contract period for the successful agent/firm will be six months from the date of award. The contract may be renewed for two (2) additional six (6) month terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and Klamath County.

#### **1.1.3 Method of Compensation.**

The service provider shall be paid upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted less deductions if any as provided.

- I. No claims will be considered for payment until the accurate record for the purposes of computing compensable time and services are rendered and said records are submitted by the end of each month for payment by the County.
- II. Payments will be made at the time of closing, or as agreed for any claims supported by an invoice and a duplicate.
- III. For a period of one year after payment of any claim, Klamath County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

### **1.2 Schedule.**

<b>Event</b>	<b>Due Date</b>
Date of Issuance	October 20, 2015
Written Questions	November 04, 2015 @ 2pm
RFP Closing	November 19, 2015 @ 2pm
Proposal Opening	November 20, 2015
Review and scoring	November 20, 2015
Issuance of Notice of Intent to Award (approx.)	December 01, 2015
Award Protests (approx.)	December 10, 2015
Contract Award (approx.)	December 17, 2015

### 1.3 Definitions.

For general definitions, see OAR 125-246-0110, which are incorporated by reference herein.

**1.3.1 “County”** means Klamath County.

**1.3.2 “RFP”** means this Request for Proposals.

**1.3.3 “Scope of Work”** means the general character of the Supplies and Services, the work’s purpose and objectives, and County’s expectations. Examples of expectations include, if applicable, a description of the purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop the Proposals.

**1.3.4 “Statement of Work”** means the specific provision in the final Contract which sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

### 1.4 Scope of Work.

The successful firm shall agree to contract with Klamath County to provide the following:

- 1.4.1 Develop strategies for sale of designated County-owned properties (such as conducting a study of comparable properties);**
- 1.4.2 Develop marketing materials (electronic and/or hard/copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the County on an agreed upon frequency;**
- 1.4.3 Advise the County related to strategies to promote and sell the designated sites (Public presentations may be required);**
- 1.4.4 Participate in site tours of Klamath County-owned property that is for sale for potential buyers;**
- 1.4.5 Analyze offers from potential buyers and advise the County with respect to negotiations;**
- 1.4.6 Represent the County in negotiations with a prospective buyer from time of offer until closing;**
- 1.4.7 Coordinate real estate transaction closings; and**
- 1.4.8 Handle all other customary activities and services associated with real estate transactions.**

County and the successful Proposer may negotiate a Statement of Work for the Contract.

The parties may agree to amend or modify the awarded Contract in accordance with OAR 137-047-0800.

## 1.5 Single Point of Contact (SPC).

All questions, whether about the technical requirements of the RFP, contractual requirements, the procurement process, or any other aspect of the project or needed services, shall be directed only to the person listed on the first page of the RFP. The RFP document may be reviewed upon request at the address listed on the first page of the RFP.

## 1.6 Written Questions and Addenda.

**1.6.1** Questions regarding the information contained in the RFP must be submitted to the RFP Contact no later than 2:00 PM PST, November 04, 2015. All questions must be **RECEIVED** by the specified date and time. E-mail questions to the addresses below.

- For technical questions / clarifications:  
Department Info  
Rafael Hernandez  
[rhernand@co.klamath.or.us](mailto:rhernand@co.klamath.or.us)
- For Questions regarding the RFP process:  
Leslie Barlow-Hunter, Klamath County Contracting and Risk Manager  
[lbarlow-hunter@co.klamath.or.us](mailto:lbarlow-hunter@co.klamath.or.us)

**1.6.2** All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Addenda will be emailed to those on the Interested Parties List no later than November 06, 2015. Anonymity of the source of the specific questions will be maintained in the written response.

**1.6.3** ADDENDA: If in the County's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information given out by the County or Design Team to prospective firms shall not bind the County. All addenda shall be issued by the RFP Contact.

## 1.7 Response to Requests for Clarification or Change.

County shall respond to each properly-submitted written request for clarification or request for change in accordance with ORS 279B.405. Where appropriate, County shall issue revisions and clarify RFP provisions via Addenda posted on County's website at <http://www.klamathcounty.org/depts/contracts/openbids.asp>. County may also informally respond to Proposer questions. **Informal responses, however, do not affect the provisions of the RFP. The RFP, contractual terms and specifications can only be changed via formal addenda issued by County.**

## **SECTION 2: PROPOSAL REQUIREMENTS**

### **2.1 Administrative Proposal Requirements.**

#### **2.1.1 Proposal Cover Sheet.**

The Proposer shall sign and submit the Proposal Cover Sheet (see Attachment A). Proposals shall address the proposal and submission requirements set forth in the RFP and shall describe how the Supplies and Services shall be provided. Proposals that merely offer to provide Supplies and Services as stated in the RFP shall be considered non-responsive and shall not be further considered.

All Proposals shall follow the format described in this Section. Proposal sections and pages shall be appropriately numbered per the outline below.

#### **PROPOSAL CONTENTS:**

(Provide the following information in the order in which it appears below)

- Cover Sheet
- Background Information/Qualifications
- Experience Summary
- Marketing Methods
- Additional Services
- Fee Schedule
- References
- Conflict of Interest
- Good Standing
- Relators License

#### **Background Information/Qualifications**

- Provide the names and resumes of key personnel that will be involved with this project
- Describe the organization's ability in providing Commercial/Industrial real estate service similar to those detailed in this RFP
- Identify the qualifications, skills, duties, education, training, experience and certifications for each program staff position
- Describe organization location(s) and hours of operation

#### **Experience Summary:**

- Describe the organization's experience in providing Commercial/Industrial real estate service similar to those detailed in this RFP
- Minimum five years previous experience with proven effectiveness

#### **Marketing Methods:**

- Describe the methods of identifying target user groups
- Describe the marketing materials and the strategy for presenting the site to a regional and national marketplace (when appropriate)

#### **Additional Services:**

- Describe additional relevant/unique services offered through your firm

Fee Schedule:

- State your commission rate for listing and selling of properties
- State your proposed method of compensation for representing the County in negotiations for purchasing properties
- State any other costs the County should anticipate relating to the real estate services to be provided
- State any required 'carry-over compensation' for your firm-meaning, compensation after real estate service agreement expires

NOTE: Quoted fees shall be valid for a minimum of 60 days upon receipt.

The budget shall be reasonable for size and scope of program and reflect actual service costs, include staff, program supplies, and continuing care costs.

References:

- Provide a list of three applicable references
- Include name, title, and contact information for each reference as well as a brief description of the specific services provided

Conflict of Interest:

- In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of Klamath County
- Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for Klamath County

Good Standing:

- Your firm must be in compliance with Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status
- Please indicate the payment status of taxes applicable to your firm
- Additionally, please provide your firm's legal corporate name and Tax ID number, as reflected by State of Oregon records

Fiscal Compliance: Klamath County fiscal compliance reviews may be conducted to ensure that financial records, systems, and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State audit and accounting requirements.

**2.1.2 Copies.**

Submissions in response to the RFP shall contain an original and 6 copies of the proposal and all required supporting information. The originals and all copies of the Proposal shall be submitted in a sealed envelope or box, labeled "Real Estate Services" delivered to Leslie Barlow-Hunter, Contract and Risk Manager.

**2.2 Minimum Proposal Requirements.**

A Proposal shall meet the minimum proposal requirements described in the Proposal Cover Sheet, Attachment A.

## **2.3 Technical Proposal Requirements.**

The Proposal shall describe how the Proposer shall meet each of the technical requirements described in the Scope of Work in Section 1.4, including identification of key persons who shall perform the work. This Proposal shall be evaluated as described in Section 4.

## **SECTION 3: SOLICITATION PROCESS**

### **3.1 Procurement Authority and Method.**

County is conducting the RFP pursuant to its authority under 279A.060 Local Contract Review Boards. County intends to use the Competitive Sealed Proposals method pursuant to [ORS 279B.060 and OAR 137-047-0260. County intends to initially conduct a single-step Competitive Sealed Proposal method. See reservations of rights in Section 3.9.

### **3.2 Questions and Modifications Relating to the RFP, Contract Provisions or Specifications.**

#### **3.2.1. Submittal of Questions and Requests.**

Questions, including requests for explanations of the meaning or interpretation of provisions of the RFP, shall be submitted in writing, arrive by the date and time specified in Section 1.2, and be addressed to the attention of Leslie Barlow-Hunter, Contract and Risk Manager. Faxes (including Proposer's fax number); fax 541-883-4270, and emails are acceptable; email questions to [lbarlow-hunter@co.klamath.or.us](mailto:lbarlow-hunter@co.klamath.or.us).

**Note:** with the exception of Negotiations of those terms permitted under Section 4.5, this is the Proposer's only opportunity to request any change or protest any requirement of the RFP, including but not limited to the solicitation process, proposal requirements or terms and conditions. Proposals that take exception to the requirements of the RFP, including but not limited to the solicitation process, proposal requirements or terms and conditions may be deemed non-responsive and may be rejected at the sole discretion of County.

##### **3.2.1.1. Procedure.**

The appropriate means of seeking modifications to provisions of the RFP are through a written (a) request for clarification; (b) formal submittal of requests for changes to the RFP, contractual terms or specifications; or (c) formal submittal of protests of the RFP, contractual terms or specifications.

##### **3.2.1.2. Request for Clarification.**

Any Proposer requiring clarification of any provision of the RFP, contractual terms or specifications may submit to the SPC a written request for clarification. To be considered, the request for clarification shall be received by the SPC by the deadline specified in Section 1.2 or any extension made by subsequent Addenda.

##### **3.2.1.3. Request for Changes to RFP, Contractual Terms or Specifications.**

Any Proposer may submit to the SPC a written request for changes to the RFP, contractual terms or specifications. To be considered, the request for changes shall be received by the SPC by the deadline specified in Section 1.2 or any extension made by subsequent Addenda. The request shall include the reason for requested changes, supported by factual documentation; any proposed changes and shall contain all other information required by ORS 279B.405.

#### **3.2.1.4. Method of Submitting Requests for Modification of RFP Provisions.**

Envelopes containing requests for clarification or requests for change shall be marked as follows:

Request for Clarification /Change  
Real Estate Services

Envelopes shall be received by the SPC by the date and time specified in Section 1.2. This deadline may be extended by Addendum. No requests for clarification or requests for change regarding the RFP, contractual terms or specifications shall be considered if received after the date specified in this Section or the date specified in a subsequent Addendum.

#### **3.2.1.5. Response to Requests for Clarification or Change.**

County shall respond to each properly-submitted written request for clarification or request for change in accordance with ORS 279B.405. Where appropriate, County shall issue revisions and clarify RFP provisions via Addenda posted on County's website at <http://www.klamathcounty.org/depts/contracts/openbids.asp>. County may also informally respond to Proposer questions. **Informal responses, however, do not affect the provisions of the RFP. The RFP, contractual terms and specifications can only be changed via formal addenda issued by County.**

### **3.3. Submission of Proposals.**

**Proposals shall be received by the Contract and Risk Manager no later than 2 p.m., November 19, 2015 at the address listed on the front page of the RFP.** Proposals may be delivered via U.S. Mail or courier or hand-delivered. Proposals shall be sent to the attention of Leslie Barlow-Hunter, Contract and Risk Manager. Late, faxed or electronically transmitted Proposals shall not be accepted.

### **3.4. Withdrawal of Proposals.**

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to the Closing date and time. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to Leslie Barlow-Hunter, Contract and Risk Manager at the address listed on the front page of the RFP.

### **3.5. Opening of Proposals.**

Proposals shall be opened and the names of all Proposers shall be read at the date and time listed in the Schedule, Section 1.2. Proposals will not be read aloud (OAR 137-047-0450(2)). Proposals shall be opened at the following location:

Klamath County  
Human Resources Office  
305 Main Street  
Klamath Falls, OR 97601

### **3.6. Evaluation and Award.**

The evaluation and award process is described in Section 4.

### 3.7. Public Information, Confidentiality, and Trade Secrets.

All Proposals are public information after the Proposals have been opened, and all protests are public information after the protest period ends. The Contract and Risk Manager shall open proposals at the date and time listed in the Schedule, Section 1.2. Copies of Proposals, however, shall not be provided until the evaluation process has been completely closed and a Notice of Intent to Award has been issued pursuant to OAR 137-047-0610. Any person may request copies of public information. Proposers shall label any information as *italicized and underlined* that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: **"This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law."** County shall take reasonable measures to hold in confidence all such labeled information, but the County shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

### 3.8. Cost of Preparing Proposals.

All costs incurred in preparing and submitting a Proposal in response to the RFP are the responsibility of the Proposer and shall not be reimbursed by County.

### 3.9. Reservation of County Rights.

County reserves all rights regarding the RFP, including, without limitation, the right to:

- a. Amend, delay or cancel the RFP without liability if County finds it is in the best interest of the County to do so;
- b. Reject any or all Proposals received upon finding that it is in the best interest of the County to do so;
- c. Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- d. Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- e. Negotiate a Statement of Work based on the Scope of Work described in Section 1.4 and to negotiate separately in any manner necessary to serve the best interest of the public;
- f. Amend any Contracts that are a result of the RFP;
- g. Engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services; and
- h. To extend any Contracts that result from the RFP without an additional RFP process for up to a total of two one year terms.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the highly technical nature of some of these tasks, the Proposer with the lowest Price Proposal may not necessarily be awarded a Contract. County reserves the sole right to determine the best Proposal.

### 3.10. Contract Form.

The apparent successful Proposer shall be asked to sign a Contract substantially in the contract form that is attached as Attachment B.

### **3.11. No Contractual Obligation.**

County is not obligated as a result of the submission of a Proposal to enter into a Contract with any Proposer, and has no financial obligation to any Proposer arising from the RFP. The County reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

## **SECTION 4: EVALUATION AND AWARD:**

### **4.1. Evaluation Process.**

#### **4.1.1. Evaluation Overview.**

County shall conduct an evaluation of the Proposals received in response to the RFP.

#### **4.1.2. Evaluation Committee.**

County shall establish an evaluation committee which may consist of County staff, government partners and community partners to review, evaluate and score each Proposal.

#### **4.1.3. Disqualification.**

Any attempt by a Proposer to improperly influence a member of the evaluation committee during the proposal review and evaluation process shall result in proposal rejection.

### **4.2. Evaluation Of Proposal (Scored).**

The evaluation committee shall score all Proposals using the quantity and quality of information described in this Section. Points assigned by each evaluation committee member shall be added together and divided by the total number of evaluation committee members to compute an average score for the evaluation questions.

The evaluation committee may request additional clarification from Proposers for any portion of the Proposals. If a Proposal is unclear, Proposer may be asked to provide clarification. No new information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive Proposal. The evaluation committee shall assign points to its evaluation of each Proposal as follows:

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
	Cover Sheet	0
	Background Information/Qualifications	10
	Experience Summary	10
	Marketing Methods	20
	Additional Services	10
	Fee Schedule	25
	References	15
	Good Standing	5
	Relators License	5
	<b>TOTAL POINTS</b>	<b>100</b>

### **4.3. Reference Checks for the Proposer's Company.**

County reserves the right to request references in addition to those provided by the Proposer (References), to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. County may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. County may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. See other Reservation of County's Rights in Section 3.9.

### **4.4. Ranking Of Proposals.**

#### **4.4.1. Preference for Oregon Supplies and Services.**

If County receives Proposals identical in price, fitness, availability and quality and chooses to award a Contract, County shall award the Contract in accordance with the procedures outlined in OAR 137-047-0600(1) (C).

#### **4.4.2. Responsive and Responsible Determinations.**

##### **4.4.2.1. Responsive.**

To be considered responsive, the Offer shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, County may waive minor informalities and irregularities. Prior to award of a Contract, County intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in OAR 125-247-0500. In doing so, County may investigate Proposer and request information in addition to that already required in the RFP, when County, in its sole discretion, considers it necessary or advisable.

##### **4.4.2.2. Responsible.**

County reserves the right, pursuant to OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility to perform the Contract. Submission of a signed Proposal shall constitute approval for County to obtain any information County deems necessary to conduct the evaluation. County shall notify the apparent successful Proposer in writing of any other documentation required, which may include but is not limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in proposal rejection.

County may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Proposer non-responsible and constitute grounds for offer rejection, as required under ORS 297B.100.

## **4.5. Award Notification and Process.**

### **4.5.1 First Selection.**

Following the identification of an apparent successful Proposer, County may elect to notify this Proposer and request a signed Contract substantially in accordance with the form set forth as Attachment C.

### **4.5.2 Successive Selection and Rejection.**

If the apparent successful Proposer does not accept the Contract offered within 10 business days of the apparent successful Proposer's receipt of the Contract, or such later date as County may authorize, County may make another selection. All Proposers shall be notified of the status of their Proposal. If all Proposals are rejected, the evaluation committee shall promptly notify all Proposers. No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFP process.

### **4.5.3. Protest of Intent to Award: see OAR 137-047-0740 & ORS 279B.410 (1).**

### **4.5.4 Negotiation.**

In addition to the Negotiation of the RFP, County may elect to negotiate the following terms and conditions:

- 4.5.3.1 Method of Payment
- 4.5.3.2 Term of Contract
- 4.5.3.3 Termination
- 4.5.3.4 Invoicing
- 4.5.3.5 Prices

If necessary, Contract Negotiations shall take place within 14 days of the award notification. In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by County, then County reserves the right to cancel the award with the Proposer.

## **SECTION 5: ATTACHMENTS:**

ATTACHMENT A – Proposal Cover Sheet

ATTACHMENT B – Contract Sample

EXHIBIT B - Certifications & Statements

All Attachments are incorporated by reference herein.

**Proposal Cover Sheet**

## Proposer Information

Organization Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any Purchase Orders that may result:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Minimum Proposal Requirements:** This Proposal:

- Meets all Minimum Proposal Requirements described in Section 2.2;
- Addresses all Proposal Requirements described in Section 2.3, including but not limited to Section 1.4, Scope of Work; and **Regarding Section 4.3, References, provide at least three (3) references with telephone numbers** (please verify numbers) **for the organization.** References shall be able to describe and verify the quality of your equipment and customer service.

Name	Business	Phone Number

**Representations, Attestations, and Certifications:** The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. No attempt has been made or shall be made by the Proposer to induce any other person or organization to submit or not submit a Proposal.
2. Information and prices included in this Proposal shall remain valid for sixty (60) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The undersigned recognizes that this is a public document and open to public inspection.
4. The Proposer acknowledges receipt of all Addenda issued under the RFP.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a

subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

6. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
7. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
8. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
9. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
10. County shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.
11. The County shall not be liable for any expenses incurred by Proposer in either preparing or submitting its Proposal, or in participating in the proposal evaluation/selection or Contract negotiation process, if any.
12. **Recycled Products Certification**  
Vendors must use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.  
Authorized Agencies must use, or require persons with whom they Contract with to use in the performance of the Contract work, to the maximum extent economically feasible, recycled paper products as well as other recycled plastic resin products. (ORS 279B.270 (1) (e)).
13. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
16. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.

PROPOSER SHALL PROVIDE A FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH THE OFFER SUBMISSION (PROPOSAL).

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Contact Person (Type or Print):

\_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

**KLAMATH COUNTY  
CONTRACT FOR PROFESSIONAL OR PERSONAL SERVICES**

This Client Services Contract (Contract) is between the Klamath County ("County") acting by and through \_\_\_\_\_ ("Department"), and Contractor's name ("Contractor"). This Contract is effective on the date it has been signed by all parties and expires six months from the final signature date. Upon mutual consent the parties may extend the term of this Contract for two (2) additional six (6) month terms

The Department's **Contract Administrator** for this Contract is: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_.

**1. Services to be Provided.**

- a. **Required Services.** Deliverables and Delivery Schedule. Contractor shall provide, or cause to be provided, as an independent contractor and not as an agent of the County, \*\*\*\*services, as specified in "Exhibit A" (Proposal), attached to and hereby made a part of this contract. [Proposal shall include: Work to be done, schedule of Work, deliverables and tasks, performance monitoring requirements, criteria for acceptance by Department, documents and reporting requirements.]

b. **Special Requirements.**

**I. Confidentiality of Information.**

The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such purchased Services, is prohibited, except on written consent of the Department.

**II. Client Records.**

Contractor shall appropriately secure all records and files to prevent access by unauthorized persons. The Contractor shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

**III. Media Disclosure.**

The Contractor shall not provide information to the media regarding Services purchased under this Contract without first consulting the Department. The Contractor will make immediate contact with the Department's office when media contact occurs. The Department will assist the Contractor with an appropriate follow-up response for the media.

**2. Compensation.**

- a. For services provided under this Contract, the Contractor shall be compensated in an amount not to exceed \$\_\_\_\_\_. (Optional) County shall pay Contractor \$\_\_\_\_ per hour up to but not in excess of \$ \_\_\_\_\_ for completing all Services required under this Contract.)

- b. In the event the Board of Commissioners of Klamath County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, the County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

**3. Subcontracts, Assignment, Successors.** Contractor shall not enter into any subcontracts for any of Services required under this Contract without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract provisions to ensure that Department will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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

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

**6. Ownership of Work Product.** All work product of the Contractor that results from this Contract (the "Work Product") is the exclusive property of the County. The County and the Contractor agree that such Work Product be deemed "work made for hire" of which the Department be deemed the author. If for any reason the Work Product is not deemed "work made for hire," the Contractor hereby irrevocably assigns to the County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Contractor shall execute such further documents and instruments as the Department, or both, may reasonably request in order to fully vest such rights in the County. The Contractor forever waives any and all rights related to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

## **7. Termination.**

- a. This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.
- b. The County reserves the right to terminate this Contract upon ten (10) days' notice should the Contractor fail to comply with the provisions of the Insurance section of this Contract.
- c. The County reserves the right to immediately terminate this Contract upon loss of licensure of Contractor.
- d. The County reserves the right to terminate this Contract with twenty-four (24) hours' notice should the County find the Contractor has failed to provide the agreed upon services in keeping with the conditions of this contract, or relevant law, rule or regulation or has performed in a manner determined to have violated the civil rights of, or otherwise caused harm to, any individual serviced under this contract.

- 8. Amendments.** This Contract may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Contract shall bind either party unless in writing and signed by County and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 9. Access to Records.** Klamath County, Department, and their duly authorized representatives shall have access to the Contractor's books, documents, papers and records pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.
- 10. Copyright.** The Contractor shall irrevocably transfer, assign, set over and convey to the County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment. Further, the Contractor agrees that the rights granted to the County by this paragraph/section are irrevocable. The Contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph/section. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph/section.
- 11. Report Standards:** Reports or written material prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Contract Administrator, and shall be submitted in draft form for advance review and comment by the Contract Administrator. The cost of correcting grammatical errors, correcting reports data, or other revisions required to bring the report or written material into compliance with the contractual requirements shall be borne by the Contractor.
- 12. Compliance with Applicable Laws and Standards.**
- a. The Contractor, throughout the duration of this Contract and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to the Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.
  - b. The Department's performance under this Contract is conditioned upon the Contractor's compliance with ORS 279B.220, 279B.225, 279B.230 and 279B.235. The Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010 (1) (ee)), recycled PETE products (as defined in ORS 279A.010 (1) (ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010 (1) (gg)).

- c. Any violation of subsection (a.) of this section shall constitute a material breach of this Contract. Further, any violation of this Contract, which Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
- Termination of this Contract, in whole or in part;
  - Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
  - Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing the replacement Services/replacement Goods/ a replacement contractor.

These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**13. Independent Contractor; Responsibility for Taxes and Withholding.** The Contractor shall perform all required Services as an independent contractor. Although the Department may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance. The Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. The Contractor certifies, represents and warrants that the Contractor is an independent contractor of the County under all applicable state and federal law. The Contractor is not an "officer," "employee," or "agent" of the County as those terms are used in ORS 30.265.

**14. Indemnification.** Contractor agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor or its agents or employees.

**15. Insurance.**

- a. Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.
- b. Contractor shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.

- c. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

□ **Professional Services Contracts:**

- a. Contracts should have the following:
- General Liability
    - Each Occurrence \$2,000,000
    - Aggregate \$4,000,000
    - Operations \$2,000,000
      - Products and Completed
    - Personal/Advertising Injury \$2,000,000
  - Auto Liability
    - Combined Single \$2,000,000
  - Workers' Compensation
    - Statutory Limits
    - Employers Liability
      - \$1,000,000
  - Professional Liability (if professional services)
    - Errors/Omission \$2,000,000
  - Indemnity Clause

□ **Professional Liability Coverage.**

Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

- e. Contractor shall endorse the CGL to include Klamath County as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insured endorsement shall be a CG2010 \1985 edition or its equivalent.
- f. Contractor's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. Contractor's insurance shall be endorsed to provide project specific aggregate limits with respect the project covered by this contract.
- g. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

16. **No Third Party Beneficiaries.** The County and the Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

17. **Merger.** This Contract constitutes the entire agreement between the parties, and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

18. **Health Insurance Portability and Accountability Act.**

- a. If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:
- b. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et. Seq., or County policy, Section 900."HIPAA Policy" of the Klamath County Human Resources Policy & Procedures Manual, if done by County. A copy of the most recent Klamath County Human Resources Policy & Procedures Manual is available through the Human Resources Department at 305 Main Street, Klamath Falls, Oregon 97601.

19. **Events of Breach.**

- a. **Breach by Contractor.** Contractor breaches this Contract if:
  - a. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice; or
  - c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice.
  - d. Contractor is in breach or default in any other contracts or agreements with the County.

**b. Breach by County.** County breaches this Contract if:

- i. County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice; or
- ii. County commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and County fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice.

**20. Remedies.**

- a. County's Remedies. If Contractor is in breach, then in addition to the remedies afforded elsewhere in this Contract, County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. County may, at Department's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:
  - i. Termination of this Contract;
    - (1) Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
    - (2) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
    - (3) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to County's setoff right, without penalty.
    - (4) These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 7.
  - ii. Contractor's Remedies. If County is in breach of contract, Contractor's sole remedy is one of the following, as applicable:
    - (1) For Services compensable on an hourly basis, a claim against County for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Department less any claims County has against Contractor.
    - (2) For deliverable-based Services, a claim against County for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Department, less previous amounts paid and any claims County has against Contractor.

- b. If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor, Contractor shall pay the excess amount to County immediately upon written demand.

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

**22. Attorney Fees.** In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees costs and related expenses.

**23. Notices.** Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by registered or certified mail, addressed to County or Contractor at the address provided in this contract, or to either party in any other manner prescribed by law.

**24. Conflict of interest.**

- a. Klamath County desires to have the Contractor refrain from activities which could be interpreted as creating an organizational conflict of interest.
- b. The Contractor agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where the Contractor has a personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Contractor's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.

**\*\*SIGNATURE PAGE TO FOLLOW\*\***

Contract for \_\_\_\_\_ between \_\_\_\_\_  
and \_\_\_\_\_ -- for the term  
beginning \_\_\_\_\_ - through \_\_\_\_\_.

**CONTRACTOR:**

\*\*\*\*

Address

Address

Phone: (\*\*) \*\*-\*\*\*

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

Printed or Typed Name: \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

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

**KLAMATH COUNTY BOARD of COMMISSIONERS:**

305 Main Street

Klamath Falls, OR 97601

(541) 883-5100

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
David P. Groff  
Klamath County Counsel

**Independent Contractor Certification Statement**

[as required by OAR 125-020-0410 (1)(a)]

## Klamath County Departmental Certification

In order to comply with the provisions of ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an "Independent Contractor" if the following standards are met:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing the labor or services is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local government ordinance for the individual or business to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for the performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

In hereby certify that the contracted work or intended contracted work meets these standard.

---

**Department Head**

Date

**(Contractor/Proposed Contractor is to complete the next page)**

To establish status as an "independent contractor" as defined in ORS 670.600, certain standards must be met by the individual or business entity performing that work.

The undersigned certifies that he/she/the business entity meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, "construction Contractors", if the individual or business entity provides labor or services for which such registration is required; and,
2. Federal and state income tax returns in the name of the business or business Schedule C or farm Schedule F as part of the person income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and,
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when individual or business entity files a Schedule F as part of the person income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist.

Contractor is to check four or more of the following:

☐ The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;

☐ Commercial advertising or business cards are customary in operating similar businesses, are for the business, or the individual or business entity has a trade association membership;

☐ Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or service;

☐ Labor or services are performed only pursuant to written contracts.

☐ Labor or services are performed for two or more different persons within a period of one year; or,

☐ The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership or performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Federal Tax ID #

### ***BIDDER/PROPOSER RESIDENCY STATEMENT***

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer ☐ IS ☐ IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/proposer, enter your Oregon Business address below:

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3. If a Non-resident Bidder/proposer, enter state of residency:

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Bidder/Proposer hereby certifies that the information provided is true and accurate.

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

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

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION REGARDING DRUG TESTING PROGRAM**

(1) Pursuant to OAR 137-049-0200, contractor certifies by its signature on this document that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and  
(c) Required testing of a Subject Employee when the contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) Contractor agrees that by signing this certification it represents and warrants to the County that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. The County's performance obligation (which includes, without limitation, the County's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) Contractor also agrees that, as a condition to County's performance obligation (which includes, without limitation, the County's obligation to make payment), contractor shall require each Sub-Contractor providing labor for the project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Sub-Contractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the Sub-Contractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

CONTRACTOR

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Corporate Officer, Title)

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

### **CERTIFICATE OF NON-DISCRIMINATION**

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to Klamath County that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises will not discriminate against minority, women or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

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

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

Printed or Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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### **COMPLIANCE WITH OREGON TAX LAWS**

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

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

The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

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

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

Printed or Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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### **CERTIFICATE OF COMPLIANCE WITH ORS 305.380 AND 305.385**

The undersigned, as provider or potential provider of goods, services or real estate space to Klamath County, hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax described in ORS 305.380(4).

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

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

Printed or Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

### **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to Klamath County that:

1. Contractor has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - a. All tax laws of this state, 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 Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
4. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to Klamath County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to Klamath County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

Printed or Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_