

Linn County Sheriff's Office, Linn County Oregon



Request for Proposals

SHERIFF'S FLEET VEHICLE MAINTENANCE

Bid Number 2021-324

September 2021

Optional Pre-Proposal Conference (Virtual):

September 30, 2021 at 10:00 AM PST

To be held via:

Microsoft Teams (see Section D.1)

POINT OF CONTACT

Refer all questions to:

Captain Micah Smith
1115 Jackson Street SE
Albany, Oregon 97322
541-812-9200

msmith@linnsheriff.org
www.LinnSheriff.org/rfps

PROPOSALS DUE:

October 22, 2021

by

5:00 PM PST

at

1115 Jackson Street SE
Albany, Oregon 97322

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SECTION B – GENERAL INFORMATION

B.1 Introduction. The Linn County Sheriff's Office, a political subdivision of the State of Oregon, ("LCSO") is currently accepting proposals from qualified contractors with which to establish a long-term, cost effective agreement for high quality, reputable maintenance and repairs for Sheriff's Office vehicles, such as cars, vans, SUVs, trucks and patrol-rated vehicles (SUVs and trucks). Other vehicles may also be included, on an as-needed basis and provided the proposer is certified and capable to perform the work. These vehicles could include busses, armored personnel carriers, evidence collection vehicles, and more. County requests your firm fixed pricing for standard maintenance services and other repairs normal and customary for maintenance of these vehicles. Other types of maintenance will be handled on a case-by-case basis.

Additional details on the scope of services to be provided is included in Section C - Scope of Work.

It is not the intent of this RFP to completely describe all aspects of vehicle maintenance and service for all possible requirements. Proposers should specify the basis (list prices, labor costs, discount levels, etc.) upon which the quoted prices are calculated, and agree to provide all current and future products on that same price basis throughout the contract term.

LCSO anticipates the award of one contract from this RFP. The initial term of the contract is anticipated to be 4 years, beginning January 1, 2022 with an option to extend the contract up to two additional two-year terms, upon agreement by both parties. LCSO reserves the right to choose other contractors for a particular service issue when in the determination of LCSO it is in the organizations best interest to do so.

B.2 Schedule. The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
Pre-Proposal Conference	September 30, 2021	10:00 AM
Questions / Requests for Clarification Due	October 12, 2021	5:00 PM
Closing (Proposals Due)	October 22, 2021	5:00 PM
Issuance of Notice of Award (approx.)	November 2021	

B.3 Point of Contact. The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC's contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 Authority. LCSO is issuing this RFP pursuant to its authority under both state law and Linn County Code. LCSO is using the Request for Proposals method of procurement, pursuant to ORS 279B.060 and LCPR 137-047.

SECTION C – SCOPE OF WORK

C.1. Overview. The Linn County Sheriff's Office is extending an invitation for maintenance providers to submit proposals for Sheriff's Fleet Vehicle Maintenance services. The place of business of the selected service provider must be located within Linn County, Oregon.

C.2 Services to be Provided. The selected Proposer will furnish labor, equipment, and materials to provide routine vehicle maintenance for certain LCSO vehicles, such as cars, vans, SUVs, trucks, and patrol-rated vehicles (SUVs and trucks) and similar vehicles.

The scope of service will likely include, but is not limited to:

- Routine Maintenance, which must be in accordance with manufacturers' recommendations;
- Minimum Routine Inspection, with inspection findings being documented for wear and safe operations;
- Occasional detailed inspection of a vehicle related to an LCSO criminal investigation (i.e. traffic crash reconstruction);
- Special Services, which may include, but are not limited to, electrical work, mechanical work, suspension and alignments, installation of minor add-on equipment;
- Repair Cost Estimates;
- Upon request by LCSO, vehicle pickup at various Linn County facilities and return upon service and inspection completion; and
- Emergency Service at all times, other than 8:00 a.m. to 5:00 p.m., Monday through Saturday, and holidays.

Not included for service work in this contract are heavy vehicles and equipment, such as buses, ambulances, construction equipment, and vehicles with special adaptations LCSO chooses to exclude. LCSO reserves the right to choose other contractors for a particular service issue when, in the determination of LCSO, it is in the organization's best interest to do so. Conversely, at their choosing, LCSO can engage with the selected Proposer for service work on an as-needed basis for heavy vehicles and equipment, after obtaining a quote for the work sought.

C.3 Vehicles to be Services. LCSO's fleet vehicle list will change from time to time; however, the current list of equipment and vehicles is provided as Exhibit F, attached hereto, and includes sedans, vans, trucks, and SUVs. The vehicles listed in Attachment F are the current fleet vehicles as of the date of this solicitation. Additionally, some vehicles within LCSO's fleet are leased through other entities, while others are owned outright by LCSO. The lease or ownership of any vehicle will not impact the Proposer's level of service rendered or performed on any County vehicle.

C.4 Time of Service. LCSO seeks proposals that offer both drop-off service and maintenance of vehicles by LCSO employees, as well as pickup and return delivery of LCSO vehicles to the Sheriff's Office/Jail, located at 1115 Jackson Street SE, Albany, Oregon 97322.

- Routine maintenance will be scheduled by LCSO with a minimum of 24-hour advance notice, except for emergency police vehicles. These vehicles require a quicker service response time and experience unanticipated service needs. It is imperative that emergency fleet vehicles are serviced promptly, within reason, and are not out of service for extended periods of time affecting emergency response time to a community emergency event.
- Emergency service cannot be scheduled. LCSO will make every effort to limit emergency service; but, if it is requested, the successful Proposer must respond in a timely manner based on the needs of LCSO.
- Routine maintenance and service must be completed within two (2) hours of the scheduled start of service unless the successful Proposer and LCSO have arranged and agreed upon a different service completion time.
- Special services must be scheduled in advance by LCSO with mutually acceptable start and completion times.
- Repair cost estimates shall be performed within one (1) hour of the request for service.

C.5 Material Specifications. All material used in the maintenance of the equipment shall be new. Rebuilt parts may be used only upon prior approval of LCSO Purchasing/Fleet Manager, or identified designee. Additionally, LCSO will provide, at LCSO's expense, the following parts to the successful Proposer for use on LCSO vehicles. The successful Proposer will be expected to keep a stock on-hand of the following parts and notify LCSO when the stock needs to be replenished.

WIX	57502	OIL FILTER
WIX	57151	HD OIL FILTER
WIX	51372	OIL FILTER
WIX	33963	FUEL FILTER
WIX	24027	WATER ALERT SPIN ON
WIX	WA10910	AIR FILTER
WIX	24068	CABIN AIR FILTER
RABESTOS	680982P	ROTOR
RABESTOS	680983P	ROTOR
RABESTOS	SP1611APPH	BRAKE PAD SET
RABESTOS	SP1612PPH	BRAKE PAD SET
X2POWER	VARIES	BATTERY
ODYSSEY	VARIES	BATTERY

LCSO provided parts list may change, expand, or shrink based on the needs of LCSO. The manufacturer warranty of these parts is expected to be in full effect, and the successful Proposer must provide warranty coverage on the labor and installation of listed parts.

C.6 Increase or Decrease of Services. LCSO shall have the option to increase or decrease services and may request that the successful Proposer provide additional work and perform special projects for LCSO. All change orders to the contract will be negotiated and in the form of an amendment to the contract and mutually agreed upon. Special projects will be billed separately to LCSO, or as agreed upon by both parties.

C.7 Vehicle Equipment and Security. Vehicles and equipment shall be protected from damage and vandalism while in the possession of the successful Proposer. When equipment remains in the possession of the selected Proposer overnight, it should

be stored within a locked building. Storage of equipment in a non-enclosed, but secured area may be allowed on a case-by-case basis but should be approved by LCSO in advance. The successful Proposer will be required to have Garage Keepers Legal Liability Coverage to protect LCSO vehicles while in the care of the successful Proposer for service, repair, storage or safekeeping. (See Section G.11 Insurance Requirements, for more details)

C.8 Fleet Management Software. LCSO utilizes Enterprise Fleet Management software (owned by Enterprise Holdings, <https://www.efleets.com/>) for fleet management. Proposer agrees that all authorization to perform work, billing of work and service performed, recording of odometer, and other fleet management data and requirements will be completed for all LCSO vehicles during each visit, by way of the Auto Integrate program. Additionally, LCSO reserves the right to change fleet management software during the term of the contract. LCSO will facilitate training, which includes “How To” resources and access to subject matter experts when necessary, for the Auto Integrate program which Enterprise Fleet utilizes, or future programs should LCSO make a change.

C.9 Proposer’s Employees. All personnel employed by the successful Proposer will be expected to present a neat appearance and be courteous to the public and LCSO employees. Due to security restrictions and sensitivity of data and equipment within the vehicles, the successful Proposer and those employees servicing county vehicles will be required to submit to and pass any background checks deemed necessary or desirable by LCSO, to include the completion of Criminal Justice Information Systems Security Awareness Training.

SECTION D – PROCUREMENT REQUIREMENTS AND EVALUATION

D.1 Pre-Proposal Conference (Virtual).

A virtual pre-proposal conference will be held at the date and time listed in the Schedule provided in Section B.2. Prospective Proposers’ participation in this conference is highly encouraged, but not mandatory. **To receive the virtual meeting link, Proposers interested in attending must email the POC requesting the meeting details and link.**

The purpose of the pre-proposal phone conference is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the pre-proposal phone conference are not binding upon LCSO. Proposers may be asked to submit questions in writing.

D.2 Submission and Proposal Requirements.

D.2.1 Submission Requirements. Proposals should follow the format and reference the sections listed below. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Proposers shall submit one original paper copy using the information below. In addition, Proposers should submit one digital copy of their Proposal in PDF format, on a USB drive included with their submitted paper copy, or via email, or both. Proposals shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Sheriff’s Fleet Vehicle Maintenance RFP
RFP No. 2021-324
Attn: Captain Micah Smith
Linn County Sheriff’s Office
1115 Jackson Street SE
Albany, Oregon 97322
msmith@linnsheiff.org

D.2.2 Proposal Submittal / Narrative Response. All Proposals must include the following information:

D.2.2.1 Cover Letter & Table of Contents. Proposers must submit a cover letter with their Proposal. The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposer’s qualifications and Proposer’s willingness to enter into a contract under the terms and conditions prescribed by LCSO’s Sample Contract (Exhibit C). The letter should be signed by an individual who can bind the Proposer contractually. The Proposal should also include a Table of Contents, which shall identify the contents of the Proposal in a format consistent with the requirements, and that aides the Proposal in being easy to understand and evaluate.

D.2.2.2 Service. Proposers must describe the process by which LCSO can initiate service requests, the length of time for processing, and how the requests will be processed and managed. The Proposer must have an established track record of highly

reliable service and equipment with flexible and effective service options. The availability of different support capabilities must be provided, including the following:

- Diagnostics
- Local stocking of parts
- Location of parts centers and delivery times
- Products used (types/brands)
- Any other relevant information

D.2.2.3 Project Management. Proposers must describe the policies and procedures that will be employed to ensure the timely completion of tasks in a quality fashion.

D.2.2.4 Breadth of Service Offerings. LCSO seeks to select a Proposer who provides the broadest possible range of quality services and products at reasonable prices. Proposers must provide an overview of your service offerings and capabilities.

D.2.2.5 Scheduling and Turnaround Time. Proposers should be able to provide ease of scheduling and an acceptable turnaround time for service requests on a growing and changing fleet of vehicles. Proposers must describe their scheduling process and turnaround time for maintenance servicing, along with their response time for emergency and non-emergency services of vehicles.

D.2.2.6 Routine Inspection Form. Proposer must submit as part of their proposal their Routine Inspection Form. LCSO will evaluate the inspection form and may require additional minimum items.

D.2.2.7 Proposer Qualifications. The proposal must include the number of trained mechanics available, what current training and certifications each mechanic employed has obtained at the time proposing, the length of time the business has been in existence, special equipment available, and any other special factors LCSO should take into consideration. The Proposer Qualifications form, Exhibit A, must be submitted by the Proposer with their Proposer Response.

D.2.2.8 Subcontracted Work. Proposer shall submit to LCSO for review a list of the items of work Proposer intends to be subcontracted as part of the Proposal, and a list of subcontractors regularly used by Proposer.

D.2.2.8 Other Information. Proposers must respond to the following questions:

- Are your Company's service managers commissioned, salaried, or hourly?
- Are your Company's technicians commissioned, salaried, or hourly?
- Does your Company charge any additional fees, such as Environmental, etc.?
 - If so, please identify these fees and explain how they are calculated.
- List the services your Company will out-source.
- List all the Companies to which your Company will out-source.
- List all the manufacturers for which your Company is authorized to perform warranty work.
- What is your proposed plan for managing LCSO's account?
- Describe your Company's policies for cancellations and changes, reimbursement/credit and return of damaged or unsatisfactory product.
- Describe any standard value-added services you provide.
- What characteristics set your Company apart from other emergency vehicle up-fitters and maintenance/service providers?
- What new technology and development does your Company plan to utilize in the near future that would be advantageous to LCSO?

D.2.2.9 Additional Required Attachments. In addition to the information provided in subsections D.2.2.1 – D.2.2.6, Proposers must submit with their Proposals the following documents:

- Proposer Qualifications (Exhibit A, submitted as separate PDF)
- Cost Proposal (Exhibit B, submitted as separate PDF)
- (If applicable) Affidavit of Trade Secrets (Exhibit D)
- Proposer Information and Certification Sheet (Exhibit E)
- Proposer Reference Questionnaire (Exhibit G)
- Addenda: should addenda be issued by LCSO that result in additional required response items, or Exhibits, Proposer shall ensure all applicable addenda are submitted as part of the Proposal Response.

D.2.3 Public Record/Confidential or Proprietary Information. All Proposals are public record and are subject to public inspection after LCSO issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit D) and a fully redacted version of its Proposal. If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

D.2.4 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is received by LCSO in accordance with the RFP requirements before the closing date and time listed in Schedule B.2. LCSO is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

D.2.5 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of LCSO's Contract as shown in Exhibit C (Sample Contract for Services). Exhibit C is attached hereto and incorporated herein by reference.

D.3 Procurement Process.

D.3.1 RFP Availability. This RFP, including all Exhibits and Amendments, are available at www.LinnSheriff.org/rfps, and by contacting the POC described in Section B.3. The POC will email this RFP, including all Exhibits and Amendments, upon request but will not be mailing these documents to prospective Proposers unless requested pursuant to Section D.3.2.

D.3.2 Hard Copy Document Fees & Delivery. Proposers may also request hardcopies of the RFP, Exhibits, and Amendments from the POC. All costs for these documents and any associated delivery fees are at Proposer's expense.

D.3.3 Amendments. Any amendments to the original solicitation can be viewed at www.LinnSheriff.org/rfps, and by contacting the POC to make arrangements. Proposers may request automatic notifications of any subsequent amendments to the RFP through the POC described in Section B.3. Except to the extent required by public interest, LCSO shall not issue an amendment less than 72 hours before the Proposal due date and time unless the amendment also extends the due date and time.

D.3.4 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing, to the POC described in Section B.3. To be considered, the request for clarification or modification must be received by LCSO by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless a formal amendment has been issued by LCSO. If a substantive clarification is in order, a formal amendment will be issued pursuant to Section D.3.3.

D.3.5 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2.

D.3.6 Proposal Due. Proposals and all required submittal items must be received by the POC on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposals received after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

D.3.7 Proposal Rejection. LCSO may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including, but not limited to, the requirement that Proposer's authorized representative sign the Proposer Information and Certification Sheet in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110 (see Section D.4.1).
- Proposer makes any contact regarding this RFP with County representatives such as County employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposal is conditioned on LCSO's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

D.3.8 Opening of Proposal. There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, LCSO will record and make available the identity of all Proposers after the opening.

D.4 Evaluation Process.

D.4.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, LCSO may waive mistakes in accordance with LCPR 137-047.

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

D.4.2 Evaluation Criteria. Proposals that met the Responsiveness and Responsibility Determination evaluation will be evaluated by an Evaluation Committee. Evaluation and award will be based on factors that are not limited to cost alone, including:

D.4.2.1 Experience. Consideration will be given based upon the Successful Proposer's past experience in successfully providing fleet maintenance services, to include past experience servicing emergency response fleet vehicles. Customer references may be contacted and evaluated as part of this section.

D.4.2.2 Personnel. Consideration will be given based on the professional, technical, and educational qualifications of the Proposer's employees.

D.4.2.3 Proposer Qualifications. This category will consider the overall:

- Ability of the Proposer to perform the specific tasks outlined in this RFP
- Quality of workmanship
- Capabilities and service offerings that best meet the functional requirements of LCSO as described herein
- Location of facilities in relation to the Linn County Sheriff's Office/Jail
- Range of services and products
- Service capacity
- Reliability, warranty and service commitments
- Timeliness of service

D.4.2.4 Total Cost. Total cost will be evaluated as provided in Proposals Cost Proposal (see Exhibit B).

D.4.2.5 Optional Discussion. Further discussions may, at LCSO's sole option, be conducted with responsible Proposers who submit proposals determined to have a reasonable likelihood of award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, LCSO shall not disclose information derived from proposals submitted by competing Proposers.

Points possible are as follows:

Evaluation Criteria	Maximum Points	Reference Section
EXPERIENCE	15	D.4.2.1
PERSONNEL	30	D.4.2.2
PROPOSER QUALIFICATIONS	25	D.4.2.3
TOTAL COST	30	D.4.2.4
OPTIONAL DISCUSSION	PASS / FAIL	D.4.2.5
TOTAL POINTS:	100 points	

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

D.4.3 Additional Rounds of Evaluation. LCSO may conduct additional rounds of evaluation if in the best interest of LCSO. Additional rounds of evaluation may consist of, but will not be limited to:

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

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

SECTION E – AWARD AND NEGOTIATION

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

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

SECTION F – PROTEST PROCEDURES

F.1 Solicitation Protests.

F.1.1 Solicitation Protest Generally. A Proposer may protest terms and conditions of this RFP pursuant to LCPR 137-049-0260. An Offeror must deliver a written protest to the POC provided in Section B.3 not less than ten (10) days prior to the closing date. LCSO is not required to consider an Offeror's request for change or protest after the deadline.

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

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

F.2 Contract Award Protests.

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

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

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

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

SECTION G – MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

G.5 Publicity. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of LCSO.

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

G.7 Collusion. A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Linn County has a financial interest in its Proposal; that its Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

G.8. Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by LCSO (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

LCSO will not make any payment until LCSO has a properly completed W-9.

G.9 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

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

G.10 Insurance Requirements. Throughout the life of this Agreement, the selected Proposer shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the Oregon Division of Financial Regulation to do business in the State of Oregon and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by County. The following policies of insurance are required:

COMMERCIAL GENERAL LIABILITY insurance which shall include insurance for "bodily injury," "property damage," "death," and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 per occurrence for personal and advertising injury and \$4,000,000 aggregate for products and completed operations and \$4,000,000 general aggregate.

GARAGE KEEPERS LEGAL LIABILITY insurance which shall include coverage for vehicles in the care, custody, and control of the Proposer with limits of liability of not less than \$500,000 per occurrence for property damage.

COMMERCIAL AUTOMOBILE LIABILITY insurance which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto) with limits of not less than \$1,000,000 per accident for bodily injury and property damage.

WORKERS' COMPENSATION insurance as required under the Oregon Bureau of Labor and Industry. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Proposer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and proposer shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of County of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, proposer shall provide a new certificate and all applicable

endorsements evidencing renewal of such policy prior to the expiration date of the expiring policy(ies) to LCSO's contact for this contract.

The General Liability, Automobile Liability and Garage-keepers Legal Liability insurance policies shall be written on an occurrence form and shall name County, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so proposer's insurance shall be primary and no contribution shall be required of County. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to County, its officers, officials, agents, employees and volunteers. Proposer shall have furnished County with the certificate(s) and applicable endorsements for ALL required insurance prior to County's execution of the Agreement.

G.11 Billing and Invoicing. For regular maintenance and repairs, invoices will be submitted online to Enterprise Fleet Management software for payment, except where LCSO's representatives request direct invoicing. Inspection reports and other correspondence shall be submitted to LCSO at the time of service for each vehicle and may be sent by email to LCSO's representative. LCSO will provide the selected Proposer with updated contact information for billing staff, and Purchasing/Fleet Manager, as well as the Support Services Captain.

G.12 Economic Price Adjustment. The resulting contract will be a fixed price contract with an economic price adjustment after year three. In no event shall compensation increases exceed the rate increase in the US Bureau of Labor Statistics, <https://www.bls.gov/cpi/latest-numbers.htm>, CPI-W, US City Average, All Items, for the month of April, or three percent (3%), whichever is lower. The selected Proposer may only request increases for fixed price lube, oil and filter services as a result of significant changes in the price of oil and lubrication products, as may be agreed by the parties.

G.13 Contractor's Employees. All personnel employed by the selected Proposer shall present a neat appearance and be courteous to the public and LCSO employees. LCSO and the selected Proposer shall promptly notify the other of any complaints received. The selected Proposer shall utilize competent employees in performing the work described in these specifications. At the request of LCSO, the Proposer shall promptly replace for just cause any incompetent, abusive, or disorderly person employed by the selected Proposer.

G.14. Subcontracted Work. LCSO reserves the right to approve all subcontract work in advance of the work being performed.

G.15 Additional Reservations. LCSO reserves the right to:

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

ATTACHED EXHIBITS

- Exhibit A: Proposer Qualifications
- Exhibit B: Cost Proposal
- Exhibit C: Sample Contract for Services
- Exhibit D: Affidavit of Trade Secret
- Exhibit E: Proposer Information and Certification Sheet
- Exhibit F: List of Sheriff's Office Vehicles
- Exhibit G: Proposer Reference Questionnaire

EXHIBIT A – PROPOSER QUALIFICATIONS

1.0 PROPOSER QUALIFICATIONS

In addition to meeting all other requirements of this RFP, all responding Proposers shall furnish verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications.

LCSO believes that the Proposer's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Proposer's potential to successfully fulfill the requirements defined in this solicitation. It is important that the Proposer show a demonstrated presence in the market over a significant period of time. The Proposer should have consistently evolved their products and prices as compared to their competitors, and demonstrate long-term viability, judged by financial standing, market share, and similar criteria. Prospective Proposers are to provide the following information and meet LCSO's minimum qualification standards in order to be considered for award. Please respond to each point below in your proposal noting the section and item number.

1.1 COMPANY INFORMATION

Proposers are to provide the following information about their company:

- Address and contact information, to include:
 - o Phone numbers
 - o Email
 - o Names of shop owner and manager
- Number of employees
- Number of years in business
- Full description of days and hours of operation
- Describe how Proposer will provide secured parking for County vehicles left overnight
- Company description, including a short history, business plan, and services offered
- Shop size (square footage, number of work bays, parking and storage square footage/parking capacity)
- Prior experience providing fleet and government service

1.2 FINANCIAL STABILITY AND PERFORMANCE

Proposer must be able to demonstrate a record of past financial stability and positive indicators for future performance. Proposers are to submit an audited annual report or audited annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years. NOTE: This financial information may be provided as part of the original response only.

1.3 CAPABILITY

All Proposers must be able to demonstrate the capability to provide the required services by possessing all necessary business and technological resources, including personnel, facilities, maintenance, support, systems, organizational structure, operational controls, and quality control. Specifically, the Proposer should:

- Have a demonstrated record of providing vehicle maintenance services over the past three (3) years
- Ensure that County is classified as a highest priority account
- Ensure that the Proposer is capable of delivering vehicles on the promised date
- Prior to contract award, provide Proof of Qualification, which demonstrates that the technicians are qualified to perform maintenance and service on vehicles of all types (trucks, vans, cars, police cars), as well as minor servicing of emergency lighting and other electronic equipment
- Licenses and Certifications; Please provide copies of licenses and certifications

1.4 DEMONSTRATION OF EXPERIENCE AND EXPERTISE

- All Proposers must describe in detail their experience during the last three years in providing fleet vehicle maintenance similar in size and complexity to that required by LCSO as stated in this RFP. In order to satisfy this requirement, the project descriptions must include the date, location, vehicle type(s), and customer name(s). These citations must demonstrate that the Proposer has successfully provided substantially similar products and services to those anticipated by this RFP.
- Proposers must provide at least three (3) references from current or former client firms for similar projects performed for

any clients within the last five (5) years. Proposers must use a Reference Check Form (Exhibit G) for each of its reference submissions.

- In addition to the foregoing information submitted by proposers, LCSO shall have the right to consider other verifiable information bearing on financial stability and strength, including other independent reports or publicly available data.
- Proposers must conduct independent firm-certified drug testing of staff and reasonable background checks on employees to exclude obvious security breaches and conflicts of interest.

1.5 POST-QUALIFICATION AND VENDOR SITE VISIT

All Proposals submitted from Proposers will be subject to post-qualification verification and site visitation at the discretion of LCSO. Qualified status is based on such factors as financial resources, past performance with LCSO, delivery capability, experience, organization, personnel, technical skills, operations controls, equipment, warehouse, facilities, quality control and other related factors which may be an indicator of a Proposer's ability to perform.

EXHIBIT B – COST PROPOSAL

In accordance with the RFP requirements, the Proposer referenced below hereby submits a Cost Proposal.
(Add additional pages, if needed.)

Quoted prices below should reflect 2018-2024 Ford Explorer Police Interceptor SUV, serviced in the given years listed

Service Items	Service Period 7/1/2021 – 6/30/2022	Service Period 7/1/2022 – 6/30/2023	Service Period 7/1/2023 – 6/30/2024
Lube, Oil and Filter Fixed Charge:			
Standard Oil Change	\$ _____	\$ _____	\$ _____
Full synthetic	\$ _____	\$ _____	\$ _____
Diesel vehicle	\$ _____	\$ _____	\$ _____
Brake Services:			
Replacement of all four brake pads utilizing performance parts	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Replacement of brake rotors	\$ _____	\$ _____	\$ _____
Resurfacing of brake rotors	\$ _____	\$ _____	\$ _____
Replacement of brake fluids	\$ _____	\$ _____	\$ _____
Investigative Inspection & Report:			
For Vehicles involved in criminal investigations (crash reconstruction, etc).	\$ _____	\$ _____	\$ _____
Vehicle Pickup & Delivery Charge:			
For County vehicles located at the Sheriff's Office/Jail	\$ _____	\$ _____	\$ _____
Unavailable Vehicle Charge:			
Failure by County to notify Proposer when a vehicle scheduled for pickup is not available.	\$ _____	\$ _____	\$ _____
Additional Repairs/Shop Charges:			
Labor Rate - Service:	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Labor Rate - Emergency Service:	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Indicate parts pricing based on:	Cost <input type="checkbox"/> Retail <input type="checkbox"/>		
List parts discount, if any, from retail:	_____ %		

I, hereby certify, that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal and if selected, agrees to furnish all services in accordance with the RFP and addenda. In addition, all County project requirements, including insurance, have been reviewed and are incorporated in this Cost Proposal.

Vendor Name: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Proposer's Name (please print) _____ Tax ID No.: _____

Signature: _____ Title: _____

Date: _____ Email: _____

EXHIBIT C - SAMPLE CONTRACT TEMPLATE

CONTRACT FOR SERVICES

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

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

BRIEF PROJECT DESCRIPTION:

Website Redesign, Hosting & Support Services
(hereinafter referred to as the "Project")

TOTAL NOT-TO-EXCEED AMOUNT: \$

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

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

- b. Pursuant to ORS 279B.235(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
8. **Workers' Compensation Provisions.**
- a. The Contractor may employ workers, and if the Contractor employs workers, the Contractor shall obtain and at all time keep in effect Workers' Compensation insurance. The Contractor represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through [INSERT INSURANCE PROVIDER], Policy No.XX.
 - b. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the Contractor or the Contractor's employees.
 - c. The Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
 - d. The Contractor agrees that all employers, working under this Contract, including but not limited to the Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
 - e. The Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the Contractor was a subject worker under ORS 656.027.
9. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the Contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the Contractor, its officers, agents, or employees performing under this Contract. The Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the services under this Contract.
- a. **Granting of Authority Required.** Neither the Contractor nor any attorney engaged by the Contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.
10. **Amendments.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.
11. **Insurance.**
- a. **General Liability.** The Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:
 - (1) **\$2,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$4,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
 - i. The Contractor has obtained insurance required by this section through Policy No. XX, written by [INSERT INSURANCE COMPANY].
 - b. **Automobile Liability Insurance.** The Contractor shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:
 - (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
 - i. The Contractor has obtained insurance required by this section through Policy No. XX, written by [INSERT INSURANCE COMPANY].
 - c. **Garage Keepers Legal Liability Insurance.** The Contractor shall maintain Garage Keepers Legal Liability Insurance for vehicles in the care, custody, and control of the Proposer in the performance of services under this

Contract. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:

- (1) \$1,000,000 to any single claimant arising out of a single accident or occurrence; and
- (2) \$2,000,000 to all claimants, for any number of claims, arising out of a single accident or occurrence.

i. The Contractor has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.

d. **General Insurance Provisions.**

i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.

ii. Insurance coverage shall apply on a primary and non-contributory basis.

iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

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

2. **Termination.**

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

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

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

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

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

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

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

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

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

upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.

3. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
4. **Records Maintenance; Access.**
 - a. All records acquired or generated by the Contractor in its performance of this Contract shall be and remain the property of the County. Upon termination or expiration of the Contract, the Contractor shall work with the County as necessary to deliver all County-owned records to the County in a pre-approved format.
 - b. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
5. **Assignment; Delegation; Successors.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
6. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
8. **Compliance with Applicable Laws.** The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
10. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
11. **Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
 - a. **The County's Contact Information**
[contact name, title, address, phone, email]
 - b. **The Contractor's Contact Information**
[contact name, title, address, phone, email]
1. **Tax Certification.** The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. Further, the Contractor

shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

2. **Counterparts.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
3. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

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

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS FOR
LINN COUNTY

Signature

Roger Nyquist, Chairman

Name, Typed or Printed

Sherrie Sprenger, Commissioner

Title

William C. Tucker, Commissioner

Date

Date

APPROVED AS TO CONTRACT TERMS:

APPROVED AS TO CONTRACT FORM:

(Dept Head)
Linn County Title

Name of Attorney
Deputy/County Attorney for Linn County

EXHIBIT D
AFFIDAVIT OF TRADE SECRET

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to the State of Oregon (State) in response to Request for Proposals 18-01, for Mental Health Residential Treatment Facility Services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT E
PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Federal Employer Identification No.: _____

Oregon Business Registry Number (if required): _____

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

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Exhibit C and as modified by any Addenda.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract found in Exhibit C and at the time of Contract execution.
12. If any Amendments are issued in connection with this RFP, Proposer has received and duly considered such Amendments, and acknowledges and agrees to the terms of all such Amendments as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)

EXHIBIT F – LIST OF SHERIFF’S OFFICE VEHICLES

EXHIBIT G
PROPOSER REFERENCE QUESTIONNAIRE

A Reference Questionnaire must be sent to and completed by each reference, returned to the Proposer, and submitted with the Proposal.

Proposer Name: _____

Reference Entity: _____

Reference Contact Name: _____

Contact Email Address: _____

Dates of Service: _____

Please rate the following questions on a scale of 0-10:

0 = Not satisfied 5 = Moderately satisfied 10 = Extremely satisfied

1. How would you rate the Proposer's overall quality of services provided and your overall relationship with the Proposer?

Score: _____

Comments: _____

2. How would you rate the Proposer's crew (or subcontractors, if applicable) delivery of service?

Score: _____

Comments: _____

3. How would you rate the Proposer's responsiveness to customer service issues (e.g. reported problems, changes in billing, etc.) and emergency requests?

Score: _____

Comments: _____

4. How would you rate the Proposer's skills and knowledge in relation to the services being provided?

Score: _____

Comments: _____
