LANE COUNTY, OREGON

SOLICITATION

REQUEST FOR PROPOSALS (RFP)
Translation and Interpretation Services

DEPARTMENT: Health & Human Services/Administration
151 W. 7th Avenue, Room 520
Eugene, OR 97401

ISSUED ON: Wednesday, February 15, 2017

RESPOND BY: Wednesday, March 15, 2017, 3 pm. (PDT)

CONTRACT PERIOD: July 1, 2017 – June 30, 2018; renewable for up to an additional four (4) years, based on funding availability, contractor performance and need.

ANTICIPATED VALUE OF CONTRACT: Dependent upon hours provided. Current contractors have earned as little as $3,000/year and as much as $50,000/year. Maximum value per contract issued over the potential five (5) year period will be $300,000. (including all amendments) Most contracts will be for $30,000 or less over the five (5) year period.

1. NOTICE/SERVICES: Lane County, on behalf of its Department of Health & Human Services (H&HS), is seeking quotations for on-site/in-person interpretation, remote interpretation (via phone or video link) and translation services (to include American Sign Language). These services are utilized by a number of our Divisions. Therefore, we are seeking to contract with multiple services providers who, in the case of interpretation services, can provide multiple interpreters (in-person and/or remote), with various areas of expertise (child health & welfare, youth services – including knowledge of court-related terminology, energy assistance verbiage and, possibly, more specialized knowledge of basic out-patient medical terminology).

H&HS Divisions strive to provide up to two weeks’ advance notification of the date/time, language and location for interpretation services, but seek quotations that include requests for “on demand” services (both in-person and remote), when feasible.
In the case of translation, the County seeks expertise primarily in English to Spanish translation, again for a variety of texts/publications. The County always attempts to provide two weeks’ advance notice, but the ability to translate briefer texts with less advance notice is also sought.

The most commonly sought “English to” interpretation required is into Spanish, but we also require American Sign Language (ASL), Chinese (usually Cantonese), Russian and Vietnamese. Confirmation of the ability to provide translation into these languages, and/or others, is desired.

Services must be culturally appropriate, as H&HS deals with many families/individuals in crisis and seeks to provide interpretation/translation services that will facilitate communication across both linguistic and cultural divides.

Finally, when possible in clinical settings the County is interested in procuring the services of interpreters who meet the Health Care Interpreter Requirements, as revised by the State of Oregon in September, 2016. https://www.oregon.gov/oha/oei/Pages/hci-certification.aspx

PLEASE NOTE: Lane County retains the right to issue multiple contracts as the result of this solicitation and to reject all responses, if it is in the public interest to do so.

2. GENERAL/ADMINISTRATIVE REQUIREMENTS:  
The successful Respondent (responding agency) must -

- establish themselves as an independent contractor under the standards of ORS 670.600
- be willing to defend, indemnify and hold the County, its officers, agents and employees harmless from all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of the contractor’s performance or failure to perform the contract
- meet applicable Oregon Administrative rules and provide proof of professional and/or general liability insurance coverage, which shall name the County as a named insured by endorsement and shall be primary and non-contributory.
- have administrative, technical and physical safeguards in place, as referenced in ORS 646A.622(2) to protect the security, confidentiality and integrity of personal information covered by ORS 646.600 et. seq. (Oregon’s Consumer Identity Theft Protection Act)
- be an equal opportunity employer
- have administrative, technical and physical safeguards referenced in ORS 464A.622(2) to protect the security, confidentiality and integrity of personal information covered by ORS 646.600, et. seq. (Oregon’s Consumer Identity Theft Protection Act)
- accept that the terms of the contract will be interpreted according to and subject to the laws of the State of Oregon
be willing to provide a certificate of insurance coverage, naming Lane County as an additional insured, prior to execution of the contract with the County. The insurance type and limits shall be consistent with Lane County requirements. (Please note that the insurance requirements may vary, based on the funding source)

- General Liability-$2 million per occurrence, $4 million aggregate
- Auto Liability-$2 million
- Professional Liability-$1 million per occurrence
- Workers’ Compensation (if applicable)-$500,000

(All liability insurance requires the following Additional Insured Endorsement: “Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds”. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the H&HS/Administration.)

certify compliance with Oregon tax laws

sign an acknowledgement that respondent’s responses to this solicitation may be subject to disclosure under Oregon Public Records Law (ORS 192.410-192.505) (Please see Item 6, below)

3. **RESPONSES:** Please submit response letters no later than 3 p.m. (PdT) on Wednesday, March 15, 2017, either electronically (collette.christian@co.lane.or.us), via fax (to 541-682-3804) or by mail: to Program Services Coordinator (PSC), Collette Christian at - Lane County Health & Human Services/Administration 151 W. 7th. Avenue, Room 520 Eugene, OR 97401

**PLEASE NOTE:** You may submit responses to provide one, two or all three of the following categories of services: on-site Interpretation, phone/remote interpretation and translation. In each case, please indicate languages available (these may be in addition to the commonly utilized languages referenced above).

For each category to which you are responding, please respond separately to the following (On-site and/or Remote Interpretation and/or Translation).

Responses must include the following information to be considered:

- A statement of hourly or other time-increment charges (for example quarter hours). Hourly rate should indicate additional charges for early morning, evening, weekend or other “differential” rates and any related charges for short-term notification (please define your firms’ late notification window). Also, indicate if the rates vary by language and/or subject area of expertise and include travel charges and any restrictions by geographic area.
- Indicate your desired notification time per service and, if applicable, per language. (For example, do you require additional advance notice to provide in-person interpretation into Mandarin?)
• A statement of qualification and experience providing these services. (no more than 3 pages, please) In this statement, please include the measurement or standard in use to verify interpreter/translator competency.
• Complete contact information for the responsible staff member with whom the County would contract for these services.
• Indicate the approximate number of staff available, per language, per service.
• Please indicate if your organization bills insurance carriers for ASL.
• Describe your record keeping and billing procedures. (Will you invoice on a monthly basis, or immediately after service provision?)
• Finally, please describe how your organization complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to interpretation (and/or translation) of Protected Health Information and with the need to protect client confidentiality, in all matters (USC 5 – Privacy Act of 1974).

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

4. REFERENCES: Respondents who have current contracts or have had contracts with Health & Human Services (H&HS) within the past two years, whose contracts are in good standing and represent compliance with and fulfillment of contracted services are exempt from providing references.

If the Respondent has not contracted with H&HS within the past two years and/or is not under contract to provide interpretation/translation services to the State of Oregon, please utilize the following format to ensure that the County receives at least two references from agencies that have experience contracting with your organization for directly related services.

References format: (to be sent to entity providing the reference)

Please rate contractor’s/vendor’s performance on a scale of 1 to 5, with 1 being unsatisfactory and 5 being superlative. Please enter the score into the following table and e-mail your response table to: collette.christian@co.lane.or.us. Please e-mail the responses no later than 3:00 p.m. on Friday, March 10, 2017. Lane County thanks you for your assistance with this selection process. Any questions/concerns can be directed to: Collette Christian, 541-682-3086.

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<thead>
<tr>
<th>GENERAL QUESTIONS – All References</th>
<th>SCORE (1 to 5)</th>
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<tr>
<td>Was the contractor open to making revisions, when possible?</td>
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<tr>
<td>Would you recommend this contractor/vendor?</td>
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<td>Does this contractor work collaboratively to achieve outcomes?</td>
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<td>Does this contractor communicate clearly and regularly to ensure work is progressing and/or to address issues as they</td>
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Please arrange to have the references respond to the questions above (see preceding table) and to directly return their responses to this e-mail address: collette.christian@co.lane.or.us, not later than 3 p.m. on Friday, March 10, 2017. Please note that, in addition to providing the responses in the table format indicated below, members of the selection committee may directly contact these references.

5. **BUDGET/PRICING:** For your convenience, this has been addressed above under Item 3 “Responses”, first bulleted point.

6. **PROPOSER'S STATEMENTS AND CERTIFICATIONS**

   Proposer's Name: ..................................................................................................................
   
   RFP Title: ............................................................................................................................
   
   **PROPOSER'S STATEMENTS**
   
   Proposer offers to provide the required services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named Request for Proposals, and that, if this proposal is accepted, Proposer will execute a contract with the County to furnish the services of the proposal submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

   By execution of this Form, the undersigned Proposer accepts all terms and conditions of this Request for Proposals except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of sixty (60) days from the date proposals are due.

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

Proposer has received and considered, in the accompanying proposal, the terms of the following addenda, if any:

CERTIFICATIONS

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

1. Proposer is _____is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
3. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, including:
   a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
   b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
   c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the Proposer's Statements and Certifications as stated above.

PROPOSER

Authorized signature Proposer's legal name

Name of authorized signer Address

Title
7. MANAGEMENT QUALIFICATIONS

Not applicable to the personal services solicited via this RFP

8. CRITERIA FOR EVALUATION OF PROPOSALS

Each proposal will be evaluated according to the following set of criteria. The evaluation committee may use any material submitted in the proposal for any item in the evaluation process. The weight or degree of importance, associated with each criterion is printed on the right side of the form. For each criterion, a scale of values ranging from 0 to 5 is provided, where 0 reflects failure with respect to the criterion and 5 denotes excellence. Each item will be scored, and the value will be multiplied by the weight for that criterion.

Members of the program evaluation committee will review your responses and score them based on the criteria described in this document. Committee members will individually assign a score to each section. Total scores will be calculated by summing the scores assigned by each rater and dividing to get an average total score.

If Applicable: PSC – indicate here if references were checked and if the proposer/respondent scored at a scale of 3 or above (scale of 0 to 5), with respect to “ability to and reliability in providing services”. REFERENCES SCORE: __________

Or

References waived due to recent/successful completion of (or maintenance of) contracts with the County or the State of Oregon. _______ (PSC – indicate yes and be prepared to detail the contracts upon which this waiver was granted, to the selection committee)

Evaluation of Proposals (instructions to raters)

Please read and rate each quotation on the following criteria. Please assign a point value between 0 and 5 for each of the criteria(ion), with “0” representing the most negative rating and “5” representing the best. If you are comparing two or more responses, please differentiate by awarding higher or lower points, based on the value
of each respondent’s proposal. If you have questions concerning the intent of a respondent, you will be afforded the opportunity to consult with the other raters, at the scoring committee meeting. That interaction should permit you to complete your scoring. You will be permitted to revise scoring at the committee meeting, based on an improved understanding of the services offered/qualifications of each respondent.

AGENCY: __________________________

PROGRAM DESCRIPTION/SCOPE OF SERVICES

1) Does the proposal provide a clear indication of the respondent’s/agency’s competence to provide culturally competent interpretation services, on-site.

   0 1 2 3 4 5

   Maximum number of points = 15               X 3____

2) Does the proposal provide a clear indication of the respondent’s/agency’s competence to provide culturally competent interpretation services via phone and/or video remote?

   0 1 2 3 4 5

   Maximum number of points = 15               X 3____

3) Adequately demonstrate a proven track record in providing ASL services?

   0 1 2 3 4 5

   Maximum number of points = 15               X 3____

4) Does the proposal indicate that the organization has adequate expertise in providing translation services?

   0 1 2 3 4 5

   Maximum number of points = 15               X 3____

5) Are the quoted costs per hour low ($40-$50/hour – 10 points), moderate ($55-$65/hour, 8 points) or high (above the other low/moderate rates already referenced – 6 or less points)?

   0 1 2 3 4 5

   Maximum number of points = 10               X 2____
6) Are the required time frames for advance notice reasonable?

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*Maximum number of points = 10*  
X 2 _____

7) Does the proposal indicate sufficient staff to provide services?

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*Maximum number of points = 10*  
X 2 _____

8) Does the proposal provide a clear statement of adherence to HIPAA and/or PII standards?

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*Maximum number of points = 15*  
X 3 _____

9) Does the proposal clearly set forth reasonable “certification” standards for interpreters/translator?

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*Maximum number of points = 15*  
X 3 _____

10: If Oregon Healthcare certified interpreters are available, please award 5 additional points here:  

TOTAL POINTS AVAILABLE: 125

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REVIEWER NAME: _______________________

DATE: ________________

9. CLARIFICATION AND/OR PROTEST OF SOLICITATION DOCUMENTS:

If a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page or from the person identified above for printed copies of RFP documents. The addendum may postpone the date for submission of proposals by a minimum of five (5) calendar days. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.
The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to Ms. Christian (collette.christian@co.lane.or.us) by Noon PST on Wednesday, February 22, 2017.

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

(A) Sufficient information to identify the solicitation that is the subject of the protest;
(B) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
(C) Evidence or supporting documentation that supports the grounds on which the protest is based; and
(E) The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than three (3) business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit. If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify Ms. Christian (collette.christian@co.lane.or.us) or other person identified for submission of questions.

10. PROTEST OF AWARD PROCESS;

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

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

(1) Requirements for protest.
(a) A protest of award of a public improvement contract must specify the applicable grounds for protest set forth in OAR 137-049-0450(4)(c), which is hereby adopted into this rule.
(b) All other protests of award must be in writing and specify the applicable grounds for the protest as set forth in ORS 279B.410(1).
(iii) Any protest not in compliance with these rules may be rejected.

(2) Review and determination.
(a) Upon receipt of a protest, the department must promptly notify both the evaluation committee and the proposer recommended for award that a protest has been received, and furnish each with a copy of the protest. Both the recommended proposer and the committee may, within three 3 calendar days from the date the protest was received, respond to the protest in writing.
(b) After a protest has been received, the Department that issued the RFP must prepare a written analysis of the protest and make a recommendation to the decision maker as to appropriate action to be taken.
(c) Contracts Requiring Board Action to Award. If the public officer determines there is sufficient merit to reject proposals, the public officer may do so. If, following any action by the public officer, any portion of the protest remains, the LCRB must be provided with, and may consider, a complete copy of the written record, and any other evidence provided, at a public meeting. At the public meeting the LCRB may, at the LCRB's discretion, allow the department that issued the RFP and the appellant an opportunity to address the protest. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order.
(d) Contracts Not Requiring Board Action to Award. The County Administrator has authority to reject proposals, or to affirm, reverse, or revise the award, or send the matter back to the department for further action. The Administrator must deliver this decision to the LCRB. If, within seven 7 days, the LCRB elects to review the matter, the LCRB must be provided with and may consider a complete copy of the written record, and any other evidence provided, at a public meeting. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order. If the LCRB does not elect to review the matter within seven 7 days, the Administrator's decision will be final.

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

Lane County Contract

Please note that the Exhibits to the Contract will be negotiated with selected vendors
THIS Contract is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and ____________________, hereinafter referred to as CONTRACTOR, for the period commencing March 01, 2017 to and including December 31, 2018.

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The terms of this Contract are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 04-15-2016
EXHIBIT F dated 10-15-2015
EXHIBIT H dated 04-18-2012

Regardless of any statement to the contrary in this Contract, EXHIBIT D, EXHIBIT G are not relevant to this Contract

<table>
<thead>
<tr>
<th>Lane County, Oregon</th>
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</table>
| **County:** | **Originator:**
| Steve Mokrohisky | Collette M. Christian |
| County Administrator | Program Services Coord 2 |
| | Collette.Christian@co.lane.or.us |
| | 151 WEST 7TH AVE S-520 |
| | EUGENE, OR 97401 |

Insurance Reviewed:
LANE COUNTY GENERAL SERVICE CONTRACT

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

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

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

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

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

5. Indemnity/Hold Harmless: To the extent otherwise provided for in private contracts of insurance, CONTRACTOR agrees to indemnify, defend, and hold COUNTY, their agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from CONTRACTOR’s performance or failure to perform under this Contract. CONTRACTOR will not be required to indemnify or defend COUNTY for any liability arising solely out of wrongful acts of COUNTY’s own officers, employees or agents.

6. Assignment: Neither this contract, nor the responsibilities for providing services, will be assigned or delegated by CONTRACTOR without the prior written consent of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest will be deemed to create any obligation of the COUNTY in addition to those set forth in the contract. If CONTRACTOR requests COUNTY approval of any assignment or subcontractor, the CONTRACTOR will submit the proposed subcontract or assignment in writing to COUNTY for written approval and the CONTRACTOR will require the subcontractor to comply with all terms and conditions of the Contract between the COUNTY and CONTRACTOR.

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

7. Amendments: No waiver, consent, modification or change of terms of this Contract
will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. CONTRACTOR, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

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

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

10. **Termination.** The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 90 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

11. **Insurance and Bonding:** CONTRACTOR will provide all insurance as stipulated in Exhibit H - "Insurance Coverages Required".

12. **Certificate of Insurance:** As evidence of the insurance coverages required by this contract, the CONTRACTOR will furnish a certificate of insurance to:

   **LANE COUNTY HEALTH & HUMAN SERVICES**
   151 W. 7th Ave. Room 520
   Eugene, OR 97401

   The certificate must include a notice provision regarding cancellation. Insurance coverages required under this Contract will be obtained from insurance companies authorized to do business in the state of Oregon. If CONTRACTOR is self-insured under the laws of the state of Oregon, CONTRACTOR will provide appropriate declarations of coverage.

13. **Continuation of Coverage:** There will be no cancellation, material change, reduction or exhaustion of aggregate limits, or intent not to renew insurance coverage without CONTRACTOR providing ten days written notice to COUNTY. Should any policy be canceled before final payment by COUNTY to
CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. If coverage is written on a claims-made form, the CONTRACTOR will maintain an insurance policy for 24 months after the expiration of the contract, or purchase extended reporting coverage for a period not less than 24 months, beginning at the expiration of the contract.

14. **Responsibility for Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR's responsibility for payment of damages resulting from CONTRACTOR's operation under this contract.

15. **Independent CONTRACTOR Status:** The performance of this Contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this Contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, CONTRACTOR is acting as and assumes liability of an independent contractor as to any claims between COUNTY and CONTRACTOR. CONTRACTOR is solely liable for any workers’ compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. CONTRACTOR will not be eligible for any Federal Social Security, State Workers’ Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

16. **Availability of Funds:** The provisions of this Contract are contingent upon the appropriation of funds by any funding entity and by Lane County. If funds are not appropriated or the annual appropriations are subsequently amended by any funding entity, the provisions of this Contract become voidable at the option of COUNTY, or subject to amendment. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law is deemed inoperative to that extent.

17. **Provisions and Waivers:** Failure of the County to enforce any provision of the Contract does not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

18. **Force Majeure:** Neither COUNTY nor CONTRACTOR will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a
subcontractor of CONTRACTOR, CONTRACTOR will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required schedule. The COUNTY may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

19. **Dispute Resolution:** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

20. **Governing Law:** All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by the County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

21. **Compliance with County Policies:** In addition to the terms stated in this Contract, CONTRACTOR must, in the course of carrying out CONTRACTOR's work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on the County's County-Wide Bid Page at:


22. **Merger:** This Contract contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

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

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

25. **Multiple Counterparts:** This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute an original.
26. **Contractor Certifications:** By execution of this Contract, CONTRACTOR certifies under penalty of perjury the following:

   a. The person signing this Contract has authority to execute this Contract on behalf of CONTRACTOR and to bind CONTRACTOR to its terms.
   b. CONTRACTOR is in compliance with and will abide by all federal requirements described in Exhibit G.
   c. CONTRACTOR has not discriminated against minority, women or small business enterprises or a business that is controlled by or that employs a disabled veteran as defined in ORS 408.225.
   d. CONTRACTOR will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.
   e. CONTRACTOR prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
   f. CONTRACTOR has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
      • All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
      • Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed; and
      • Any rules, regulations, charter provisions or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

28. **Protection of Consumer Personal Information:** CONTRACTOR must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.
Exhibit A

Additional Terms and Conditions
Exhibit B

Program Plan
Exhibit C

Budget
Exhibit D

Match

Not Applicable
Exhibit E

Special Reporting Requirements
Exhibit F

Lane County Standard Provisions
STANDARD CONTRACT PROVISIONS

The following standard public contract clauses must be included expressly or by reference in every County contract:

(1) Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:
   (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
   (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
   (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

(2) Pursuant to ORS 279B.230 and 279C.530, as applicable:
   (a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
   (b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(3) Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:
   (a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
      (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
      (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
      (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
   (b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
   (c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal
services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contract shall receive at least time and a half for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(f) This section (3) does not apply if the Contract is strictly for goods or personal property.

(4) Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(5) Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(6) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.027.

(7) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:
   (a) Reduce or withhold payment;
   (b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
   (c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(8) The Contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

(9) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County
will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(10) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.

(11) Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, unless the County has good cause and the contract provides otherwise.

(12) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(13) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(14) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(15) Contractor may not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified by Lane County. Such insurance must have the approval of Lane County as to limits, form, and amount.

(16) Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds $10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

(17) Pursuant to ORS 279B.225, if the Contract includes lawn and landscape maintenance Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Contractor may not commence any work until provides and furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance. (Revised by Order No. 15-09-01-05, Effective 10-15-15)
Exhibit G

Federal Requirements

Not Applicable
Exhibit H

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

**Commercial General Liability** Insurance shall include Damage to Rented Property ($50,000), Medical Expenses ($5,000), Personal & Advertising (same per occurrence) and Products/Completed Operations (same per occurrence.)

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>Broad Form Property Damage</td>
<td>X $2 million per occurrence/$4 million aggregate</td>
</tr>
<tr>
<td>Contractual Liability</td>
<td>Amount required by funding source</td>
</tr>
<tr>
<td>Explosion &amp; Collapse</td>
<td>Other - Amount approved by Risk Manager and required by contract</td>
</tr>
<tr>
<td>Owners &amp; Contractors Protective</td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Underground Hazard</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>X $2 million combined single limit per accident for bodily injury and property damage</td>
</tr>
<tr>
<td>Amount required by funding source</td>
</tr>
<tr>
<td>Other - Amount approved by Risk Manager and required by contract</td>
</tr>
</tbody>
</table>

**Professional Liability** Policy must provide tail/continuous coverage for 24 months from the end of the project.

<table>
<thead>
<tr>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>X insurance with limits not less than $1,000,000</td>
</tr>
<tr>
<td>Amount required by funding source</td>
</tr>
<tr>
<td>Other</td>
</tr>
</tbody>
</table>

**Workers' Compensation and Employer's Liability** as statutorily required for persons performing work under this contract. Any subcontractor hired by CONTRACTOR shall also carry Workers' Compensation and Employers' Liability coverage.

<table>
<thead>
<tr>
<th>LIMITS</th>
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<tbody>
<tr>
<td>X Statutory amount (currently $500,000 in Oregon, other states may vary)</td>
</tr>
<tr>
<td>Amount required by funding source</td>
</tr>
<tr>
<td>Other: minimum of $1,000,000 when not regulated by statute</td>
</tr>
</tbody>
</table>

**Additional Insured Clause** ADDITIONAL INSURED ENDORSEMENT. The insurance coverages required for performance of this contract shall include an Additional Insured Endorsement, either:

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

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

DIRECT INSURANCE RELATED DOCUMENTS TO YOUR LANE CO. CONTACT-DO NOT SEND YOUR DOCUMENTS TO RISK MANAGEMENT. FAILURE TO COMPLY MAY RESULT IN A DELAY IN CONTRACT EXECUTION. Direct questions concerning insurance and indemnity to LC Risk Mgt 541-682-3971.

Rev. RM 1/6/17