



REQUEST FOR PROFESSIONAL SERVICES

For Cost Accounting Implementation Consulting Services

RFPS No. AS 09/10-03

Submit responses to:

Lane County Department of Public Works
Attention: Tanya Heaton, Administrative Services Manager
3040 North Delta Hwy
Eugene, Oregon 97408-1696

Due: 5:00 p.m., Friday, April 24, 2009

REQUEST FOR PROFESSIONAL SERVICES

LANE COUNTY – OREGON

Lane County, through the Lane County Department of Public Works, is seeking the services of a qualified firm or individual(s) to assist the department in analyzing and structuring its cost accounting and financial processes to best meet the business needs of the department in coordination with the implementation of the Dekker, Ltd. cost accounting software suite.

Notice is hereby given that responses for: **Cost Accounting Implementation Consulting Services for Lane County Public Works** shall be received by:

Tanya Heaton, Administrative Services Manager
Lane County Public Works
3040 Delta Highway North
Eugene, OR 97408-1696
(541) 682-6925

until 5:00 pm, April 24, 2009

The outside of the sealed envelope shall be clearly marked with the Consultant's Name, Address, "RFPS No. AS 09/10-03 RFPS for Cost Accounting Implementation Consulting Services for Lane County Public Works, Due Date: April 24, 2009, at 5:00 pm."

Copies of the RFPS are available at the below address on or after April 10, 2009:

Lane County Public Works
Administrative Services
3040 North Delta Highway
Eugene, OR 97408-1696

Requests for documents may be made in person, mail, telephone 541-682-6920, email at betty.mishou@co.lane.or.us or online at <http://www.lanecounty.org/PW/default.htm> under Information - Request for Professional Services.

All communications related to this RFPS should be made by mail or by e-mail to betty.mishou@co.lane.or.us. The secured electronic copy of the RFPS and its addenda maintained by Lane County shall be the master and controlling document.

Each proposal must be submitted in the requested format. All Consultants shall be required to comply with the provisions of ORS 656.017 regarding Workers' Compensation or be exempt under ORS 656.126. Each proposal must contain a statement as to whether the Consultant is a resident consultant, as defined in ORS 279A.120. All Consultants must be Equal Opportunity Employers. Businesses owned by minority, women and persons with disabilities, emerging small businesses, and other disadvantaged business enterprises and joint ventures are encouraged to submit proposals.

Lane County may reject any proposal not in compliance with all prescribed public procedures and requirements, and may reject for good cause any or all proposals upon a finding by Lane County that it is in the public interest to do so.

Subject to changes based in part on Consultant's actions, it is intended that the following dates will govern this procurement.

ACTION	DATE	TIME
RFPS Issue Date	April 10, 2009	8:00 am
Deadline to Submit Written Questions	April 17, 2009	5:00 pm
Publish Responses to Questions	April 22, 2009	5:00 pm
Non-Mandatory Pre-Quote Conference	April 21, 2009	10:00 am
Proposals Due	April 24, 2009	5:00 pm
Proposal Evaluation	April 27-May 1, 2009	
Consultant Interviews (<i>if necessary</i>)	(To be determined)	
Consultant Selection	May 8, 2009	

The anticipated schedule shown above expresses the present intent of Lane County. It is not a representation, agreement or promise that, in fact, any projected date will be met. The County will notify all firms of any changes to this schedule.

Addenda

Any changes to or interpretations of RFPS documents shall be accomplished by Addenda which, if issued, will be posted to the Internet and may be read or downloaded from the Lane County web site under Information - Request for Professional Services at <http://www.lanecounty.org/PW/default.htm>. A copy of the addenda will also be available from Betty Mishou.

It is the Consultant's full responsibility to obtain from Lane County all addenda issued prior to the proposal submission deadline. Addenda so issued are to be covered in the proposal and are part of the proposal documents. Failure to address matters contained in addenda could lead to rejection of entire proposal as non-responsive. Consultant or any third party interpretations, corrections or changes made in any other manner will not be binding, and Consultants shall not rely upon such interpretations, corrections, or changes. In case of doubt or differences of opinion as to the interpretation of provisions of the RFPS, the decision of Lane County shall be final and binding upon all parties.

Please note there will be a non-mandatory pre-bid conference on April 21, 2009 at 10:00 a.m. For those unable to attend, prospective consultants may participate by conference call. Prospective consultants are encouraged to attend and/or participate in this one pre-bid conference scheduled.

Conference phone number: 541-682-4044

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UNDER INFORMATION - REQUEST FOR PROFESSIONAL SERVICES (PROCUREMENT LIBRARY) @

[HTTP://WWW.LANECOUNTY.ORG/PW/DEFAULT.HTM:](http://www.lanecounty.org/pw/default.htm)

- **SOFTRESOURCES ASSESSMENT REPORT**
- **PROJECT TIMELINE/SEQUENCE OF EVENTS**
- **DEKKER, LTD. RFP RESPONSE**

Part I – General Information

A. Purpose

Lane County, through the Lane County Department of Public Works, is seeking the services of a qualified firm or individual(s) to assist the department in analyzing and structuring its cost accounting and financial processes to best meet the business needs of the department in coordination with the implementation of the Dekker, Ltd. cost accounting software suite. This Request for Professional Services (RFPS) details the information to be provided to Lane County by interested firms or individuals (consultant) and describes the selection process to be used by Lane County.

The resulting contract will be set up as a flexible services or on-call arrangement. Specific projects will be assigned as needed by the County, and there is no guarantee that any specific level of work or overall dollar amounts will be assigned.

The contract is anticipated to begin June 2009 and will cover a one-year period. County reserves the right to amend the contract for up to two additional years contingent upon need and the availability of approved funding.

Contract payment is based on a unit price (hourly billing rate) reimbursement. The performance is based on deliverable products and outcomes. The selected consultant and the County will negotiate the final description of work tasks, costs and deliverables, within the scope of what is advertised here.

B. Background Information

Lane County Public Works (PW) is a broad-based organization which provides well-maintained roads, parks, solid waste disposal, fleet, and land use/building services. The Department budget is comprised of federal, state, and local revenues which are assigned to several funds, each with different restrictions. The Administrative Services Division provides quality support to public and internal customers in the areas of financial management, administrative and facility services.

Lane County Public Works is committed to managing resources as efficiently and effectively as possible. Two Public Works strategic goals support this core value: to provide high quality services at competitive prices and to anticipate changing conditions and be well positioned to capitalize on opportunities consistent with the Department's mission.

Public Works uses cost accounting information to track project and activity costs, forecast resource requirements, develop department budgets, fulfill State of Oregon and other regulatory agency requirements, calculate overhead burdens and allocate support services charge backs to individual divisions. Over time, the cost accounting and project management needs of Public Works have become increasingly complex. Under the current system, tracking and analyzing cost information requires a considerable amount of time and requires significant staff effort.

In 2007, Public Works retained SoftResources LLC to provide assistance in the development of a Request for Proposal (RFP) to the software consultant community to replace the current cost accounting system. Based upon their assessment report and recommendations, Lane County selected the Dekker, Ltd. enterprise project management software suite. Public Works will implement the Dekker, Ltd. cost accounting system in 2009. For informational purposes, the following documents have been made available in electronic format for viewing under Information - Request for Professional Services @ <http://www.lanecounty.org/PW/default.htm> (Procurement Library).

- SoftResources assessment report
- Project timeline/sequence of events
- Dekker, Ltd. RFP response (without attachments)

The documents in the Procurement Library include information which is intended as support or background information to assist Consultants, and are not required to be included or addressed in a proposal. There is no requirement for Consultants to access the Procurement Library but consultants are encouraged to review documents in the Procurement Library in preparation for the development of their proposals.

C. Scope of Services

Lane County Public Works wishes to retain the services of a consultant with substantial expertise in governmental cost accounting and financial management. The selected consultant will review project number and activity code structures and cost accounting data collection methods and make related recommendations determined to be beneficial to the current and future business needs of the department. The consultant will prepare guidelines and an Action Plan to implement and administer applicable revisions in coordination with implementation of the Dekker, Ltd. cost accounting software suite. The consultant will be expected to provide assistance on an as-needed basis for services that include but are not limited to:

- Project Development - meet with County to discuss and clarify project objectives, process, and timeline.
- The selected consultant will need to provide assurance that the cost accounting processes used by Public Works are configured correctly for integration into the new system in order to provide Public Works with meaningful and accurate project and activity based cost information and also ensure that proper controls are integrated into the new cost accounting system in accordance with applicable accounting rules, best management practices and budgetary law.
- Prepare periodic progress reports. Written progress reports shall be sent to the Administrative Services Manager and Dekker Implementation Project Manager on a weekly basis. Barriers, risks and other critical issues and activities should also be detailed. Schedule meetings with County for discussion as necessary.
- Consultation, training and technical support in ensuring the conversion of the County's current cost accounting system to the Dekker, Ltd. system is

consistent with generally accepted accounting principles in accordance with standards set forth in OMB, GASB, and GFOA.

- Consultation, training and technical support in other areas of financial reporting and financial decision process design and implementation as may be mutually agreed upon. The Consultant is encouraged to propose additional tasks, services and/or deliverables if they feel that they will improve the results of this project.

Requirements / Deliverables:

1. Needs Analysis

Needs analysis document will be created that details how current and future cost accounting and project management needs should be met. This document should be broken into the department sub areas (Divisions) in order for each Division to effectively interpret the recommendations. Prospective consultants are encouraged to go to the Lane County website at www.lanecounty.org/PW/default.htm for additional information about Public Works.

Lane County Public Works – by Division

Administrative Services
Fleet Services
Parks
Land Management
Waste Management
Engineering & Construction Services
Road & Bridge Maintenance
Transportation Planning & Traffic Services

2. Recommend Project Number & Activity Code Cost Structures and Process Guidelines

Create a functional design of project number and activity code cost structure hierarchy and decision models/processes showing how information about costs can be effectively collected and used for improving decision making with minimal changes to existing information systems. A complete set of recommended activities will be created that should be implemented, changed or added to effectively meet the department's cost accounting and project management needs.

3. Gap Analysis

A gap analysis shall be performed to ensure that any areas that will not be met within the recommended configuration are identified and a mitigation strategy will be provided. Document areas where specific configurations and mitigation strategies will be in conflict.

4. Implementation Strategy

A detailed task list (Action Plan), timeline and implementation breakdown will be created in order to implement the recommended changes.

Part II – Proposals

A. General Conditions

1. Four (4) copies of the information listed in Section B of Part II – Proposals should be sent to Tanya Heaton, Administrative Services Manager, Lane County Public Works, 3040 North Delta Hwy., Eugene, OR 97408 on or before 5:00 p.m. on Friday, April 24, 2009. Proposals must be signed by the consultant.
2. Lane County intends to select a consultant on the basis of the information provided by each applicant. However, interviews with firms or individuals may be conducted after preliminary review of the submittals. County reserves the right to select a Consultant directly from the proposals.
3. Consultant selection and notice of award is anticipated by May 8, 2009.
4. Protest of the award by non-selected providers is due to Tanya Heaton, Administrative Services Manager, seven (7) days following the above date.
5. Work may begin upon execution of the Lane County Professional Services Agreement. This typically occurs approximately 30 days after selection.
6. All questions regarding the scope of service should be submitted in written form to:

Betty Mishou, Administrative Services
email: betty.mishou@co.lane.or.us.

Answers to written questions submitted by prospective consultants will be posted under Information - Request for Professional Services on the Lane County website at: <http://www.lanecounty.org/PW/default.htm>. Please note the deadline to submit written questions is Friday, April 17, 2009. It is the intent of Lane County to publish responses to questions by Wednesday, April 22, 2009.

B. Information to be Provided by Applicants

The Consultant shall submit four (4) copies of the signed proposal for consideration by the County. The County may accept or reject any proposal without limitation.

The proposal shall address each of the following listed items and shall be organized in accordance with this section. The proposal should be limited to 20 pages (including the transmittal letter).

The proposals will be evaluated using criteria presented in Section III B. At a minimum, the proposal shall include the following:

1. Transmittal Letter: This letter shall summarize the proposal, provide a contact person for the Consultant with his/her name, title, address, email, phone and fax numbers, and name the project manager.
2. Proposal:
 - a. Detail the Consultant's capabilities, experience and resources, plus their office location. Document where possible, the proven ability of Consultant to successfully complete similar projects. Outline the percentage of time the Consultant will devote to this project and whether Consultant's time will be exclusive during the project or divided between the Consultant's other active projects. Include information about Consultant availability, ability to meet timelines, and the depth of resources available to ensure work performance.
 - b. Qualifications of specific staff who will be assigned to this project (if any) and their related experience with governmental cost accounting processes. Identify any principals who will be involved in the project. Document where possible, the proven ability of assigned staff to successfully complete similar projects. Outline the percentage of time that assigned staff will be devoted to this project and whether staff time will be exclusive during the project or divided between the applicant's other active projects. Include information about staff availability, ability to meet timelines, and the depth of resources available to ensure work performance.
 - c. An explanation describing how Consultant can accommodate varying levels of work assigned under this contract, including any limitations.
 - d. Submit a proposed Work Schedule (single sheet) based on the requirements listed in the Scope of Services, broken out by discrete tasks, that outlines activity/task description and associated deliverables.
 - e. A description of the firm's experience pertaining to financial management and oversight associated with governmental cost accounting practices. This should include two recent examples of work that has been done and the contracting agencies for which the work was performed within the last three years.
 - f. Itemize the hourly billing rate which will be charged for services on an individual staff basis.
 - g. Include cost proposals for identified tasks under the Requirements/Deliverables section, and any tasks suggested by the Consultant.
 - h. Internal procedures and/or policies related to work quality and cost control.
 - i. Provide a minimum of three and no more than five references. References should be for projects which have similarities to this proposal.
 - j. Stated diversity policy of Consultant/Firm. Lane County demonstrates its commitment to diversity by ensuring that all County-funded services are provided, and funding decisions are made, in a manner that recognizes, addresses and is reflective of the cultural diversity of the communities served.

Part III – Selection Process

A. General

By submitting and signing the Proposal, the Consultant acknowledges they have read and accept and agree to be bound by the terms and conditions of the RFPS. Lane County reserves the right to issue addenda to the RFPS no later than 48 hours before the deadline for submittals. Statements made by County Representatives are not binding unless confirmed by written addenda.

The procurement of these consultant services will be in accordance with the County's and other applicable federal, state, and local laws, regulations and procedures. After reviewing this RFPS, any firm or team that determines it has the necessary expertise and experience and could successfully perform the required services may submit a proposal addressing the items set forth herein. The County Selection Committee will then evaluate the proposals and determine finalists who may be invited to participate in an oral presentation or interview. The selection committee will consist of the Administrative Services Manager, Dekker Implementation Project Manager, and a Central Finance representative or their designated representatives. If determined necessary, interviews will be held in accordance with the schedule contained in this RFPS. The County reserves the right to select a Consultant directly from the proposals received.

The final selection, if any, will be that proposal which, in the opinion of the County, best meets the requirements set forth in the RFPS and is in the best interest of Lane County. The County requires that proposals be concise and clearly written containing only essential information on the proposed team and team members. Proposals should be limited to 20 pages (including the transmittal letter). Costs incurred in the preparation of the proposal and participation in this RFPS process shall be borne by the proposing firms. Any consultant failing to submit information in accordance with the procedures set forth herein may be considered non-responsive and may therefore be subject to disqualification by the County. Lane County reserves the right to seek clarification of each Consultant's proposal. Lane County reserves the right to reject any or all proposals if there is good cause and, further, reserve the right to cancel the solicitation if doing so would be in the best interest of the public in accordance with LM 21.105(10), referenced herein as if fully set forth.

Contract negotiations will be initiated with the selected Consultant. If a contract cannot be negotiated in a timely manner with the highest ranked Consultant, the County will retain the right to terminate contract negotiation and begin negotiation with the second highest rated and qualified Consultant. The contract will be in substantial conformance with Attachment A - Lane County Professional Services Contract.

B. Evaluation Criteria

Proposals will be reviewed and evaluated by the County. The County expects to make a selection based on the written proposals. Interviews may be conducted with the top ranking individual(s) or firm if the County decides it is necessary. Project proposals will be reviewed and ranked on several elements.

1. Cost - (20% of total score)

While price will be a consideration in the selection of the chosen consultant, it will not be the primary consideration. Lane County will select the individual(s) or firm that it feels is best qualified overall to provide the services requested.

2. Timelines - (25% of total score)

This relates to the Consultant understanding the Scope of Services and the time the Consultant feels is necessary to complete this scope.

3. Project Understanding/Approach - (25% of total score)

This relates to the basic understanding of the requested services. Is there a clear and concise understanding of the services based on the Consultant's approach? Does the Consultant understand the primary issues to be addressed?

4. Consultant's Capabilities and Resources (Consultant Experience) - (30% of total score)

This relates to the Consultant's capabilities in performing the requested services. References to similar projects may be included in this section. The response should address the following:

- Similar services performed within the last three years that best show experience in similar projects.
- Knowledge of applicable governmental cost accounting and budgetary laws.
- Knowledge of applicable process improvement and control procedures.
- Availability to perform the work for the duration of the contract.
- Location of offices and where the work will be performed.
- Names and resumes of key members who will be performing the work, their location, and their responsibilities.
- Extent of principal involvement.
- Experience of sub consultants and their key staff as a team on related projects.

C. Determination of Fees

Subsequent to completion of the selection process, Lane County and the most suited firm will negotiate a "Not-to-Exceed" amount for the agreement. Lane County does not anticipate the contract value to exceed \$100,000 for the term of the contract. In the event that Lane County and the most suited firm are unable to agree upon a "Not-to-Exceed" amount, Lane County reserves the right to terminate negotiations with that firm, and to initiate negotiations with the second ranked firm.

D. Protest of RFPS Document

Any firm interested in submitting information for this project who believes that there are specifications contained within the Request for Professional Services contrary to law or unnecessarily restrictive, may submit written comment to Tanya Heaton, Administrative

Services Manager, five days before the filing deadline pursuant to ORS 279B.405(2)(a) and (4) and in accordance with LM 21.105(6), referenced herein as if fully set forth.

E. Protest of Contract Award

Any firm who is not recommended by the evaluation committee for contract award may protest the committee's recommendation. The appeal must be made in writing and received by the department no later than 12:00 noon, seven (7) calendar days after notice of the committee's recommendation is mailed to the firms in accordance with LM 21.107(14).

- The protest must clearly state the grounds for protest and describe the conditions which, in the firm's view, resulted in their proposal not being recommended for award. A proposer submitting a protest of the award must demonstrate that the protesting proposer is the highest ranked proposer because the proposals of all higher ranked proposers failed to meet the requirements of the RFPS or because the higher ranked proposers otherwise are not qualified to perform the services. Untimely protests will not be considered.

** * * this space left intentionally blank * * **

Part IV -- Sample Professional Services Agreement

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and _____ hereinafter called Contractor.

Whereas, County has a need for the type of professional services possessed by Contractor;

Whereas, Contractor desires to provide those professional services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional _____ services for County as stated in the "(Action Plan", attached and incorporated by this reference as Exhibit ____, and as further described in Contractor's "Hourly Billing Rate" dated _____, attached and incorporated by this reference as Exhibit _____.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the fee as set forth in individually negotiated Work Authorization Documents, in the total not to exceed amount of \$100,000. ____.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be for 1 year from the date of the County's execution of this contract. This period may be extended for 2 additional 1 year periods, at the discretion of County

6. 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. Any subcontractor hired by the Contractor shall be similarly responsible.

7. 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.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. 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.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall 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 shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane 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. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and

- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the Contract shall 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.

23. 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 shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

24. Contractor has and shall maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personal information pursuant to ORS 646A.622(2), including the appropriate disposal of all personal information at the end of the Contract term, and agrees to comply with all other provisions of ORS 646.600 et. seq. (the Oregon Consumer Identity Theft Protection Act) throughout the term of this Contract.

LANE COUNTY, OREGON

DATE: _____

BY: _____

Jeff R. Spartz
County Administrator

CONSULTANT

DATE: _____

BY: _____

Title: _____

Address: _____

Business ID No.: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

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:

COMPREHENSIVE COMMERCIAL GENERAL LIABILITY insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input checked="" type="checkbox"/> \$2 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.270), present limits \$500,000 per occurrence
<input checked="" type="checkbox"/> Products/Completed Operations	
<input checked="" type="checkbox"/> Contractual Liability	
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Other
<input type="checkbox"/> Owners' & Contractors' Protective	

*FORM*All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

AUTOMOBILE LIABILITY insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

\$1 million per occurrence
 Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence Other

PROFESSIONAL LIABILITY insurance – with limits not less than \$500,000.

ADDITIONAL INSURED CLAUSE The liability insurance coverages required for performance of this contract shall be endorsed 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 endorsement, and the policy must be endorsed to show cancellation extensions to additional insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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.

EMPLOYER'S LIABILITY Limits of \$500,000.

BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$_____.

FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall 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 County harmless from any such lien or claim.

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

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer 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 these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, 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.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of 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 the contractor, if the work cannot be completed for reasons beyond the control of either the 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. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) 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 the 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 shall have no further obligation to the 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.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

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

(17) 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.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall 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.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall 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. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08)*

Revised 2.13.08