COLUMBIA COUNTY

COVER PAGE

Department of Finance and Taxation

AUDIT SERVICES

Request for Proposal (RFP)

Date of Issue: February 14, 2020

Closing Date and Time: March 27, 2020 5:00PM

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TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION 3
- 1.1 INTRODUCTION 3
- 1.2 SCHEDULE 3
- 1.3 SINGLE POINT OF CONTACT (SPC) 3

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE 4
- 2.1 AUTHORITY AND METHOD 4
- 2.2 OVERVIEW AND PURPOSE 4
- 2.3 SCOPE OF WORK 6

SECTION 3: PROCUREMENT REQUIREMENTS 9
- 3.1 MINIMUM QUALIFICATIONS 9
- 3.2 MINIMUM SUBMISSION REQUIREMENTS 9
- 3.3 PROPOSAL CONTENT REQUIREMENTS 9

SECTION 4: SOLICITATION PROCESS 13
- 4.1 PUBLIC NOTICE 13
- 4.2 PRE-PROPOSAL CONFERENCE 13
- 4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS 13
- 4.4 SOLICITATION PROTESTS 13
- 4.5 PROPOSAL DELIVERY OPTIONS 14
- 4.6 PROPOSAL MODIFICATION OR WITHDRAWAL 15
- 4.7 PROPOSAL DUE 15
- 4.8 PUBLIC OPENING 15
- 4.9 PROPOSAL REJECTION 15
- 4.10 EVALUATION PROCESS 15
- 4.11 INITIAL EVALUATION CRITERIA 16
- 4.12 RANKING OF PROPOSERS 16
- 4.13 NEXT STEP DETERMINATION 16

SECTION 5: AWARD AND NEGOTIATION 17
- 5.1 AWARD NOTIFICATION PROCESS 17
- 5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS 18
- 5.3 CONTRACT NEGOTIATION 18

SECTION 6: ADDITIONAL INFORMATION 19
- 6.1 GOVERNING LAWS AND REGULATIONS 19
- 6.2 OWNERSHIP/PERMISSION TO USE MATERIALS 19
- 6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES. 19
- 6.4 COST OF SUBMITTING A PROPOSAL 19
- 6.5 CHECKLIST DISCLAIMER 19

LIST OF ATTACHMENTS

Attachment A Sample Personal Services Contract
Attachment B Affidavit of Trade Secret
Attachment C Proposer Information and Certification Sheet

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Columbia County, acting by and through the authority of the Columbia County Board of County Commissioners, ("County"), is requesting proposals from qualified independent certified public accounting firms to perform the annual audits of the financial statements for the fiscal years ending June 30, 2020, 2021 and 2022.

Additional details on the Scope of the services are included in the Scope of Work section.

The County anticipates the award of one Contract as a result of this RFP.

The initial term of the Contract is anticipated to be 3 years with options for annual renewal up to a cumulative maximum of 8 years.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change unless noted with an asterisk.

Event	Date	Time
Questions / Requests for Clarification Due	*February 28, 2020	3:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	March 6, 2020	
RFP Protest Period Ends	*7 calendar days prior to RFP Closing	
RFP Closing (Proposal Due)	See RFP cover page	
Presentations, Demonstrations, or Interviews	Week of April 6, 2020	
Issuance of Notice of Intent to Award (approx.)	April 16, 2020	
Award Protest Period Ends	*7 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

This RFP is issued under the authority of the Columbia County Board of County Commissioners.

The County is using the Formal Selection Procedure pursuant to County Ordinance No. 2017-1.

DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in Columbia County Ordinance No. 2017-1 or as defined below.

2.2 OVERVIEW AND PURPOSE

2.2.1 Project Overview and Background

Columbia County

Columbia County is semi-rural jurisdiction, located directly northwest of Multnomah County. The County seat is St. Helens, approximately 30 miles outside of Portland. The County, according to the most recent census, has a population just over 50,000.

Columbia County is a general law county governed by a Board of Commissioners, three residents of the County elected by the voters. Other elected officials are the Sheriff, District Attorney, Clerk, Treasurer, Assessor, and Justice of the Peace. The County does not have a county manager or administrative officer. The Board of Commissioners appoints the remaining department heads who are responsible for ensuring that County policies are implemented using resources appropriated by the County to achieve desired service results. Currently the County employs approximately one ninety six full-time employees.

Columbia County annual reports for prior years are available on the county website: http://www.columbiacountyor.gov

The County receives federal funding that follows the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The County also receives annul funding from the federal Department of Health and Human Services. Compliance standards for federal DHS funds are found in 45 CFR part 75. The federal audit should include audit requirements associated with these program requirements as well.

The County fiscal organization includes sixteen governmental funds, one debt service fund, one proprietary (solid waste) fund, and three component unit funds.

Columbia County Component Units

The Columbia County Development Agency (CCDA) is the County's urban renewal agency. The CCDA relies on tax increment revenue (TIF) based on the value of the property in the designated urban renewal area which is primarily industrial property. Values for industrial properties, including utility properties, are set by the Department of Revenue and can fluctuate widely. Tax increment revenue is restricted to the repayment and administration of debt.

The CCDA, particularly with regard to employment, is a pivotal partner in promoting economic development in Columbia County generally and the designated urban renewal area (Clatskanie) specifically.

The CCDA has pledged the TIF it receives for debt payments of a Road loan and a Water intake and distribution system loan, both issued by the State of Oregon Economic and Community Development Department (OECDD), now known as Business Oregon. The CCDA is a legally separate entity governed by the Board of County Commissioners.

The Columbia County 4-H and Extension Service District (District) was formed in May of 1988 under provisions of Oregon Revised Statutes Chapter 451, and provides agricultural education and other services to County residents as an extension of Oregon State University. The 4H and Extension Service District is a legally separate entity governed by the Board of County Commissioners.

The annual budget for the County's third component unit, Meadowview Service District, is small enough that an annual audit is not required.

2.2.2 Purpose

The successful Proposer will be responsible for examining the financial statements of Columbia County, Oregon and two of its three component units for three consecutive years, beginning fiscal year 2019-2020 through, and including, fiscal year 2021-2022. The County may amend the resulting Contract for up to five annual extensions. The selected audit firm will provide the following services for the County and its two component units:

For Columbia County:

a. Examination of financial statements of the County as required by Oregon Revised Statutes

b. Examination covering the County's federal funds for the year as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles , and Audit Requirements for Federal Awards (Uniform Guidance) and the Department of Health and Human Services compliance standards found in 45 CFR part 75

c. Preparation of the basic financial statements of the County (which may or may not be part of a Comprehensive Annual Financial Report)

d. Assistance to County staff on various accounting and reporting questions

For the Columbia County Development Agency - CCDA (County Component Unit):

a. Examination of financial statements of the CCDA as required by Oregon Revised Statutes

b. Preparation of the basic financial statements of the CCDA

c. Provide assistance with various accounting and reporting questions to County staff and contractors that carry out CCDA work

For Columbia County 4-H and Extension Service District – 4H (County Component Unit):

a. Examination of financial statements of the 4H and Extension Service District as required by Oregon Revised Statutes

b. Preparation of the basic financial statements of the 4H and Extension Service District

c. Provide assistance with various accounting and reporting questions to County and 4H and Extension Service District staff

The successful audit firm shall draft an annual Representation Letter and an Engagement Letter. Such letters may not conflict with or be inconsistent with the terms of the Personal Services Contract. The initial year's Engagement Letter will be included as an exhibit to the executed Personal Services Contract.

It is the expectation of the County that the selected audit firm will conduct its engagement consistent with generally accepted government auditing standards (GAGAS) and the evolving requirements and standards for audits and the production of financial statements of relevant bodies including, but not limited to, the State of Oregon, the federal government, and the American Institute of CPAs. The County expects that the financial statements will be prepared in conformance with generally accepted accounting principles (GAAP), including the evolving standards as put forth by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

2.3 SCOPE OF WORK

2.3.1 Comprehensive Annual Financial Report

The County expects to prepare a Comprehensive Annual Financial Report (CAFR), consistent with generally accepted accounting principles (GAAP), in full compliance with the pronouncements of the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB), and including disclosures required by State regulations and additional Government Finance Officers Association (GFOA) requirements in order to submit the final documents to the GFOA for consideration of the Certificate of Achievement for Excellence in Financial Reporting .

The selected audit firm will produce the basic financial statements, required supplementary information (RSI) other than the Management Discussion and Analysis, and other supplementary information.

County staff will produce the Management Discussion and Analysis, Transmittal letter and additional statistical information. The audit firm will consolidate the information and produce the CAFR document.

The purpose of the auditors' examination is to audit and express an opinion on the fairness of presentation, in accordance with GAAP, of the general purpose financial statements taken as a whole. The additional information section of the CAFR will be examined "in relation to" the general purpose financial statements.

The audit firm, as part of the audit, shall perform an evaluation of the internal accounting controls and communicate any weaknesses and recommendations as required in the CAFR and in a separate letter to management.

The audit firm shall have conducted an examination of, and have issued its opinion on, the financial statements, including auditor's comments and disclosures required by the Minimum Standards for Audits of Oregon Municipal Corporations, no later than six months after the close of each fiscal year ending June 30. Each year the audit firm will propose a testing document review and production schedule that will be reviewed, mutually agreed upon and approved by County staff to meet this deadline.

2.3.2 Basic Financial Statements

The selected audit firm will produce basic financial statements for both the CCDA and 4H Service and Extension Service District.

County staff will produce the Management Discussion and Analysis for the CCDA. 4H and Extension Service District staff will produce the Management Discussion and Analysis for its document. The audit firm will then consolidate the information for each of the component units and produce the financial documents.

The deadline for the completion of the production of the basic financial statements for both component units is no later than six months after the close of the fiscal year ending June 30. Each year the audit firm will propose a testing, document review and production schedule for CCDA that will be reviewed, mutually agreed upon and approval by County staff in order to meet this deadline. The audit firm will work with the 4H and Extension Service District staff independently to define the calendar, testing needs and document production to meet the deadline.

2.3.3 Report on the Single Audit

A report on the results of a single audit of the County's financial awards will be required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Department of Health and Human Services compliance standards found in 45 CFR part 75. County staff will prepare the Schedule of Federal Financial Assistance. The County expects to require a single audit every year but believes it will not be necessary for either of the component units under audit.

The audit firm is expected to prepare and deliver its report on the single audit with the CAFR. The report on the single audit shall state that the audit was made in accordance with the provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Department of Health and Human Services compliance standards found in 45 CFR part 75, and any updated federal requirements and guidance. The audit firm must advise the County of any discrepancies in the County Financial policies to comply with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Department of Health and Human Services compliance standards found in 45 CFR part 75.

2.3.4 Communication to the Governing Body

The audit firm shall prepare, in letter form, a management letter to include recommendations to management. The management letter shall include any findings, observations, opinions, comments or recommendations, relating to internal control, accounting systems, data

processing, compliance with laws, rules and regulations, and any other matters that come to the attention of the audit firm during the course of the examination and, in the opinion of the audit firm, warrant the attention of management. Such recommendations shall not be construed as special or additional studies, and shall be limited to those recommendations usually associated with the study of internal control systems and procedures as a part of an examination of financial statements. The management letter and management's written responses shall be discussed with County officials. The audit firm will prepare copies of the final report to the County following the same schedule as for the CAFR.

2.3.5 Modifications to Original Audit Scope and Contract Amount

Should audit or relevant accounting standards change during the Contract term, it is the County's expectation that the audit firm will make the appropriate changes to its testing, examination and areas of its expressed opinions, etc. In the event that the scope of work identified herein is significantly changed due to unanticipated audit or accounting standard changes, the audit firm may propose a reasonable fee adjustment based on the actual cost to provide the additional work. Any such request must be accompanied by substantiating documentation.

In the event that circumstances disclosed by the audit in any year indicate that a more extensive and detailed examination is required, in addition to that which would be sufficient under normal circumstances, the audit firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's cost estimate of the additional services to the County. Any fees relating to such extensions of examination procedures are to be considered additional fees and subject to negotiation. Any change to the scope of work or dollar amount of the Contract must be approved by written amendment to the Contract and signed by all parties.

The County retains the right to reduce the scope of work, and Contract amount accordingly, in the County's sole discretion in the event sufficient funds are not appropriated to pay the total Contract amount.

2.3.6 Other Required Services

The selected audit firm shall provide a variety of technical assistance throughout the term of the Contract. This assistance shall include answers to accounting, reporting or internal control questions; and assistance and guidance in implementing GASB pronouncements and updating reporting standards.

The audit firm shall provide recommendations to the County to better utilize technology to add transparency, improve operational efficiency and strengthen internal controls. Specific examples in this area may include:

a. Assistance following Government Finance Officers Association (GFOA) preferred practice recommendations

b. Recommend technological choices to ease GASB reporting or tracking compliance activities

Materials and sets of working papers developed during the Contract term will be maintained for a minimum of three (3) years from the date of the audit reports and will be made available for examination by authorized representatives of any federal audit agency, Oregon Secretary of

State, the U.S. General Accounting Office, and the County.

Audit firm management or other representatives may be required to be present at meetings of the Board of County Commissioners when matters regarding the audit or related reports are discussed. Meetings with individual commissioners or managers may also be requested.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposer must provide written evidence within the Proposal to verify that Proposer meets all requirements of this section:

1. Audit firm (Proposer) must be properly licensed for public practice as an independent auditor and be qualified as a municipal auditor.
2. Audit firm must not have a record of substandard work. The County will verify this requirement by communication with the Oregon State Board of Accountancy.
3. Audit firm must meet the independent standards of the GAO Standards for Audit of Government Organizations, Programs, Activities, and Functions, Latest Revision.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal Content Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed.

Proposer shall submit **one original** signed Proposal **plus** one electronic copy of the complete Proposal on electronic media (USB drive) in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall complete and submit the Affidavit of Trade Secret (Attachment B) submit one complete fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP title and number clearly visible on the outside of the package.

3.2.2 Authorized Representative

Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by the County.

3.3 PROPOSAL CONTENT REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth

in this RFP. Proposer shall describe the Services to be performed. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal. Proposal should be straightforward and address the requirements of the RFP. Proposal containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

3.3.1 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

3.3.2 Responsibility Determination

The County will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract.

At any time prior to award, County may reject a Proposer found to be not Responsible.

3.3.3 References

References must be able to verify the quality of previous, related Work. The County may contact references to determine whether they support Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, or verify any information needed. County may contact any reference (submitted or not) to verify Proposer's qualifications.

3.3.4 Proposed Work Plan and Timeline

Describe how Proposer would carry out the major activities of the audit in context with the Scope of Work. Provide a comprehensive management plan that the Proposer intends to follow. Illustrate how the plan will serve to coordinate and accomplish the Work defined in this RFP.

The work plan should include audit milestones, schedules, time estimates (in hours) for each significant segment of the audit and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists, if any, should be described.

Also include a work plan and description of any additional data collection or work that your firm performs in the first year with a new local government audit client. Attach examples of any tools or forms your firm will use for this process.

Indicate your best estimate of time that County, CCDA and 4H and Extension Service District personnel will need to contribute to the audit work effort and any additional first year activities.

Please differentiate the work required for the three legal entities to be audited – County, CCDA and 4H and Extension Service District.

Please also include the following documents (redacted or generic forms used by your firm are acceptable) as part of your Proposal:

a. Sample(s) of a recent audit testing preparation list for a similar local government

b. Sample(s) of a recent audit calendar (testing dates, document production deadlines, anticipated filing dates) for a similar local government

c. Sample(s) of a recent engagement letter for a similar local government

d. Sample(s) of a recent representation letter for a similar local government

Proposers may attach any other documents or descriptions of the tools Proposer frequently uses to perform local government audits that might give the County a better feel for Proposer's use of technology and audit methodology as well as insight into the staffing commitment, and proposed timing that the County can expect during the initial and subsequent Contract terms.

Provide any other information - in this or any other section of the Proposal - that you feel may help the Proposal Evaluation Committee evaluate your firm for this engagement.

3.3.5 Qualifications and Experience

Describe why Proposer is qualified to provide the audit services to Columbia County as described in this RFP. Proposer should describe the firm's experience and qualifications in the following specific areas:

a. Production of CAFR documents

b. Drafting basic financial statements

c. Single audit

d. Assisting clients in obtaining and/or retaining the GFOA Certificate of Achievement in Financial Reporting award

e. Engagements with primary governments and their component units

Disclose any disciplinary or other corrective action taken by the Oregon State Board of Accountancy (or similar authorities) related to your firm in the last five years. Describe what has changed at your firm as a result.

Provide a list of the municipal audits Proposer has performed in the past three (3) years. Briefly describe the range of activities provided by Proposer such as auditing, drafting of basic financial statements, accounting, tax service, or management services. For three (3) of the municipal audits listed, provide the name, title and the telephone number of the client official responsible for the audit.

Identify the state of Proposer's incorporation and the city(ies) in Oregon where staff are located.

Include a copy of the firm's most recent peer review letter with your Proposal.

3.3.6 Key Persons and Resumes

Identify the audit managers, field supervisors and other key staff who will work on the audit,

including staff from other than the local office (organizational chart) and any subcontractors proposed to provide services under the resultant contract. Resumes describing certifications, degrees, professional association memberships, relevant experience and continuing education for the auditor-in-charge up through the individual with final responsibility for the engagement should be included. For other proposed staff, including consultants to be assigned to the audit, please attach either a description of their qualifications and prior governmental auditing experience (ex: years of experience in performing single audits, familiarity with Oregon Local Budget Law, etc.) or their current professional resume.

Provide a description of the Proposer's policies on:

a. Senior staff rotation once assigned to audit the County

b. Notification of changes in key personnel assigned to the engagement

c. Disclosure to clients of disciplinary action or other similar events during the course of the Contract

3.3.7 Cost Proposal

1. Services and associated costs must be provided separately for each legal entity and for each year of the initial 3-year term of the Contract.
    a. County
        - Annual Audit Services (including CAFR and Single Audit)
        - Production of Basic Financial Statements
        - Communication to the Governing Body
        - Other Required Services
        - Initial Engagement Costs (if required for first year Contract term)
    b. Columbia County Development Agency
        - Annual Audit Services
        - Production of Basic Financial Statements
        - Communication to the Governing Body
        - Other Required Services
        - Initial Engagement Costs (if required for first year Contract term)
    c. 4H and Extension Service District
        - Annual Audit Services
        - Production of Basic Financial Statements
        - Communication to the Governing Body
        - Other Required Services
        - Initial Engagement Costs (if required for first year Contract term)
2. For each activity described in the Scope of Work, the Cost Proposal must include identifiable costs, time estimates for completing each activity, and a summary of all proposed costs for each legal entity.
3. The Cost Proposal must include separate line items for personnel, travel, supplies, and any other anticipated reimbursable costs.

4. Describe any subsequent year cost differences within each category as applicable.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on the Oregon Procurement Information Network (ORPIN) at http://orpin.oregon.gov RFP documents will not be mailed to prospective Proposers.

County shall advertise all Addenda on ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

This RFP and any subsequent RFP information may also be reviewed at the following Columbia County web site: http://www.co.columbia.or.us/requests-for-proposals

4.2 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will not be held for this RFP.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email, facsimile, or hard copy
- Reference the RFP number
- Identify Proposer's name and contact information
- Refer to the specific part of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Scope of Work, and the proposed Sample Personal Services Contract. The protest must be received by the SPC no later than 7 days before Closing. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda as provided below and Proposer may take exception to the terms and conditions of the Sample Personal Services Contract as set forth in the Negotiations Section.

4.4.2 Protests to Addenda

Prospective Proposer may submit a written protest of anything contained in the respective

Addendum. Protests to Addenda, if issued, must be submitted by the date and time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

4.4.3 Protest Process

Protest of the RFP or subsequent Addenda must:

- Be delivered to the SPC via email, facsimile, or by hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, for example:
    - the grounds that demonstrate how the Procurement Process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name
    - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received 7 days before the RFP Close date identified in the Schedule
- Protests to Addenda must be received by the due date identified in the respective Addendum
- The Board of County Commissioners shall have the authority to settle or resolve a written protest submitted in accordance with this Section. The Board will promptly issue a written decision on the protest.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number and title. It must be addressed to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during the County's normal Monday – Friday business hours of 8:30 a.m. to 5 p.m. Pacific Time, except during holidays and other times when the County offices are closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number and title. It must be delivered to the attention of the SPC in the office of Finance and Taxation at the address listed on the Cover Page.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective, the notice must include the RFP number and title and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email, facsimile, or hard copy prior to closing. To be effective the notice must include the RFP number.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PUBLIC OPENING

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued. However, the County will record and make available the identity of all Proposers after Opening.

4.9 PROPOSAL REJECTION

The County may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet responsibility requirements.
- Proposer makes any contact regarding this RFP with any County representatives such as County employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.10 EVALUATION PROCESS

4.10.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Minimum

Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected.

4.10.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and the County may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion up to the maximum available points as indicated below.

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

4.11 INITIAL EVALUATION CRITERIA

Scores are the points assigned by each Evaluation Committee member. The maximum points possible for each evaluation criteria are listed in the table below. The SPC will average all scores for each evaluation criterion.

Points and Scoring	
Evaluation Criteria	**Points per Section**
Proposed Work Plan and Timeline	30
Qualifications and Experience	20
Key Persons and Resumes	15
Cost Proposal	35
Total points available	**100**

4.12 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal, calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members.

The County will determine the rank order of all Proposers at the conclusion of the evaluation and scoring and may, in the County's sole discretion, determine an apparent successful Proposer.

4.13 NEXT STEP DETERMINATION

At the conclusion of a round of competition, the County may conduct interviews and/or schedule presentations and/or request additional submittal items in the County's sole discretion. At the conclusion of all steps in the process, the evaluation committee will determine the rank order of all Proposers and determine the highest ranked Proposer.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

County, if it awards a Contract, shall award a Contract to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. The County may award less than the full Scope defined in this RFP. The County will enter into contract negotiations with the highest ranked Proposer to obtain written agreement on the contractor's tasks, staffing and performance schedule, and a maximum not-to-exceed contract price which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the personal services. Negotiations may be formally terminated if they fail to result in a contract within a reasonable amount of time. Negotiations will then ensue with the second highest ranked Proposer. If the second, or, if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

5.1.2 Protest Submission

The County will mail a Notice of Intent to Award to every Proposer who submits a Proposal in response to this RFP. A Proposer claiming to have been adversely affected or aggrieved by the selection of a competition Proposer will have seven calendar days after receiving the Notice of Intent to Award to file a written protest of the selection with the Board of County Commissioners. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked Proposer eligible for selection, i.e., the protester must claim that all higher ranked Proposers were not responsive or not responsible. The Board will not consider a late protest.

5.1.2.1 Protests must:

- Be delivered to the SPC via email, facsimile or hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest
- Be received within 7 calendar days of receipt of the Notice of Intent to Award

5.1.3 Response to Protest

The Board of Commissioners will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by the County.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposers who are selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.2.1 Insurance

Prior to award, Proposers shall secure and demonstrate to the County proof of insurance in the amount of $2,000,000 Commercial General Liability and $2,000,000 Professional Liability to protect the County. Insurance requirements must be maintained throughout the term of the Contract.

5.2.2 Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Information about these requirements may be found at http://sos.oregon.gov/business/pages/register.aspx.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Personal Services Contract (Attachment A).

Proposer shall review the attached Sample Personal Services Contract and note ALL requested exceptions. Unless Proposer notes exceptions in its Proposal, Proposer will be deemed to have accepted the terms and conditions set forth in the Sample Contract. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Office of County Counsel.

In the event that the parties have not reached mutually agreeable terms within a reasonable amount of time as determined by the County, the County may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of the State of Oregon for Columbia County located in St. Helens, Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

6.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.345 through 192.355). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

The County may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County, as determined by the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.4 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

6.5 CHECKLIST DISCLAIMER

Any checklists that may be contained in this RFP are provided only as a courtesy to prospective Proposer. The County makes no representation as to the completeness or accuracy of any Checklist. Prospective Proposer is solely responsible for reviewing and understanding the RFP and complying with all the requirements of this RFP, whether listed in a checklist or not. The County is not liable for any claims, or subject to any defenses, asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this RFP.

Checklist	Y / N
Audit firm (Proposer) must be properly licensed for public practice as an independent auditor and be qualified as a municipal auditor.	
Audit firm must not have a record of substandard work. The County will verify this requirement by communication with the Oregon State Board of Accountancy.	
Audit firm must meet the independent standards of the GAO Standards for Audit of Government Organizations, Programs, Activities, and Functions, Latest Revision.	
References	
Work Plan and Timeline	
Qualifications and Experience	
Copy of Proposer's most recent peer review letter	
Key Persons and Resumes	
Cost Proposal	
Attachment B – Affidavit of Trade Secret (if applicable)	
Attachment C – Proposer Information and Certification Sheet	
Sample audit testing preparation list for similar local government	
Sample audit calendar for similar local government	
Sample engagement letter for similar local government	
Sample representation letter for a similar local government	

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
FOR AUDIT SERVICES BY AND BETWEEN
COLUMBIA COUNTY AND
_____

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date and Contract Term. This Contract shall become effective on the date this Contract has been signed by every party below. Unless extended or terminated as provided in Section 16 of this Contract, the completion date for all services, including additional services, if any, to be provided under this Contract is June 30, 2022. The County may extend the term of this Contract for up to five (5) additional yearly audit cycles upon written notice to Contractor.

2. Contractor's Services. Contractor agrees to provide the audit services described in the County's Request for Proposals for Audit Services for Columbia County, and its two component units (the RFP), a copy of which is attached hereto, labeled Exhibit "A", and is incorporated herein by this reference; in Contractor's Proposal, which is attached hereto as Exhibit "B" and is incorporated herein by this reference, in the 2019-20 engagement letters which are attached hereto as Exhibit "C", and are incorporated herein by this reference, and all applicable annual audit contracts and/or engagement letters issued thereafter. In case of conflict between the terms of this Agreement, the RFP, engagement letters, or Contractor's Proposal, this Agreement shall control, followed by the audit contracts, the engagement letters, the RFP, and Contractor's Proposal, in that order.

3. Consideration.

   A. Time and Materials. Except as otherwise provided herein, County shall pay Contractor on a time-and-materials basis for work satisfactorily performed.

   B. Initial Term. Compensation shall be made in an amount not to exceed $_____ for 2019-2020 audit services. Compensation shall be made in an amount not to exceed $ _____ for 2020-2021 audit services. Compensation shall be made in an amount not to exceed $_____ for 2021-2022 audit services. Such fees shall include all expenses.

   C. Extended Term. Upon receipt of written notice of extension of the term of this Contract, Contractor shall provide a quote for the additional cost associated with the extended period of time.

D. Standard Changes. If the scope of work identified in the Agreement is significantly changed due to unanticipated audit or accounting standard changes, Contractor may propose a reasonable fee adjustment based on the actual cost to provide the work. Any such request must be accompanied by substantiating documentation. Any such additional fee shall be negotiated and documented as a contract amendment prior to commencement of the work.

E. Additional Examination. In any audit year, if the circumstances disclosed by the audit require more extensive and detailed examination by Contractor than are stated herein, Contractor shall provide the County with a detailed description of the need to do additional work and an estimate of the cost to perform such work. Any such additional fee shall be negotiated and documented as a contract amendment prior to commencement of the work.

F. Special Projects. Upon request, Contractor shall provide a proposal to perform work on any special project not otherwise described herein. Any additional fee shall be negotiated and documented as a contract amendment prior to commencement of the work.

G. Right to Reduce Scope. The County retains the right to reduce the scope of services in the County's sole discretion in the event sufficient funds are not appropriated to pay for the services described herein. A corresponding reduction in consideration shall be negotiated and documented as a contract amendment.

H. Monthly Payments. Payment shall be made on a monthly basis pursuant to invoices submitted by Contractor and approved by the County.

4. Contract Representatives. Contract representatives for this Agreement shall be:

For County	For Contractor
Louise Kallstrom Director of Finance and Taxation Columbia County 230 Strand Street St. Helens, Oregon 97051 503-397-7252	

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

5. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

6. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

7. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

8. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

   A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

   B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

   C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

9. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

   A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay all employees under this Agreement 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. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

E. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

F. This Agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

10. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise 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 in obtaining any required subcontract.

11. Non-Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

12. Non-Waiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

13. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property caused directly or indirectly by reason of any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out of the performance of this Agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees. County shall hold Contractor harmless from claims, liabilities, losses and costs arising out of an intentional misrepresentation made by the County, its officers, agents or employee.

14. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than $2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall professional liability insurance of not less than $2,000,000 to protect County, its officers, agents, and employees. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

15. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of the state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages or other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

16. Termination. The County may terminate this Agreement with or without cause, upon ninety (90) days advance written notice delivered by registered or certified mail, or in person, to the Contractor. The County may terminate this Agreement, effective upon delivery of written notice

to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.

18. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement (the "Deliverables") are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

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

23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision and such holdings shall not affect the validity of the remaining portions hereof.

24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY OREGON
By: _____	By: _____ Alex Tardif, Chair
Name: _____	
Date: _____	By: _____ Margaret Magruder, Commissioner
Approved as to form	By: _____ Henry Heimuller, Commissioner
By: _____ Office of County Counsel	_____ Date

Exhibits:

Exhibit “A”- Request for Proposal for Audit Services
Exhibit “B”- Contractor’s Proposal dated (Month/Date/year)
Exhibit “C”- 2019-2020 Engagement Letters

Attachment B – Affidavit of Trade Secret

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

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Columbia County (County) in response to Request for Proposals C00055-0214-18, for Audit Services and I am familiar with the contents of the RFP and Proposal.

3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:

- **i.** is not patented,
- **ii.** is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
- **iii.** has actual or potential commercial value, and
- **iv.** gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- **i.** Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- **ii.** Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

_____
Affiant's Signature

State of _____)

) ss:

County of _____)

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

_____
Notary Signature

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A

Proposer identifies the following information as exempt from public disclosure:

Attachment C — Proposer Information and Certification Sheet

Legal Name of Proposer: _____

Address: _____

City, State, Zip: _____

State of Incorporation: _____ **Entity Type:** _____

Contact Name:_____ **Telephone:** _____ **Email:** _____

Oregon Business Registry Number (if required):_____

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

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that County has reserved for negotiation, as identified in the RFP.

2. Proposer acknowledges receipt of any and all Addenda to this RFP.

3. Proposal is a Firm Offer for 90 days following the RFP Closing.

4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final Contract.

5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.

6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.

7. Proposer is a certified Equal Employment Opportunity and Affirmative Action Employer.

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
   - **A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf., or
   - **B.** the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1

9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.

10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

12. Proposer acknowledges these certifications are in addition to any certifications required in the Contract at the time of Contract execution.

_____ _____

Authorized Signature Date

_____

Print Name and Title