



COVER PAGE

COLUMBIA COUNTY PUBLIC HEALTH

HOSPITAL FEASIBILITY STUDY

Intermediate Request for Proposal (RFP)

[RFP # S-C00055-00002340-]

Date of Issue: March 7, 2022

Closing Date and Time: April 6, 2022 4:30 pm

Single Point of Contact (SPC):

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Columbia County Mission:

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.

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Attachment A Sample 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 issuing this Request for Proposals for:

A feasibility study of a hospital project, including a market needs assessment and financial feasibility study. The County believes there is a lack of access to acute care hospital services in Columbia County, which has been made worse by the COVID-19 pandemic. The proposed hospital will improve the County's ability to provide patient care to the residents of Columbia County. The proposed hospital project would involve the financing and development of a general acute care hospital with approximately 25 beds, located in south Columbia County in or near St. Helens, OR. Potential funding for the proposed hospital project may include American Recovery Act funds, tax revenues, issuance of long term debt, fundraising, and funds from the operations of the hospital. The County would have responsibility for payment of the debt service on any long term debt. The County believes that the proposed hospital would attract private practice physicians, nurse practitioners, and other medical professionals to Columbia County, including the greater St. Helens community.

It is anticipated that the proposed hospital would be a DRG hospital. It appears the proposed hospital will not qualify as a Critical Access Hospital because St. Helens is located within a 35 mile drive of other hospitals. 42 CFR 485.610. It also appears that the proposed hospital will not qualify as a "sole community hospital" under 42 CFR 412.92.

The County desires that the proposed hospital include some inpatient mental health beds and services, which could include inpatient psychiatric beds operated as a distinct part unit (DPU) of the proposed DRG hospital, or which could be operated as inpatient psychiatric beds which would not be a DPU. Medicare reimbursement for a DPU is excluded from the Inpatient Prospective Payment System (IPPS). Instead, DPUs are paid under the Inpatient Psychiatric Facility Prospective Payment System (IPF PPS). General hospital beds which are not classified as a DPU, but which treat psychiatric patients are paid under the Inpatient Prospective Payment System (IPPS).

Columbia Community Mental Health (CCMH) is a nonprofit Oregon corporation formed in 1975. It provides counseling, and a limited number of non-acute care beds. Patients of CCMH who need acute care are taken by ambulance to hospitals in Portland, which is approximately 25 miles from St. Helens.

The proposed general acute care hospital will have an emergency department, per OAR 333-500-0032(2)(a)(B) or (2)(b)(C). It will also have a laboratory, radiology, including a CT scanner and MRI, and other ancillary services. The

financial feasibility study should assume that the proposed hospital will provide surgery services and may have an intensive care unit.

If the County makes a decision to proceed with the project, and if the County obtains a certificate of need, the County intends to enter into guaranteed maximum price construction contracts for the proposed project. The County requests that the successful Proposer provide a range of estimated project costs to be used in the financial forecast in the feasibility study.

Additional details on the project are included in the Scope of Work and Specifications sections.

The County reserves the right to award contracts under this RFP to more than one proposer.

1.2 SCHEDULE

The table below represents a tentative schedule of events. With the exception of dates marked with an asterisk (*), all dates are estimates and may change at the County's sole discretion. All times are listed in Pacific Time, and the County will use the date/time clock in the Columbia County Finance Office to record delivery. All submissions will be date and time stamped upon receipt

Event	Date	Time
Questions / Requests for Clarification Due *	March 25, 2022	4:30 PM
Requests for Clarification* /Solicitation Protest	March 25, 2022	
Closing (Proposal Due)*	April 6, 2022 at 4:30 pm	
Issuance of Notice of Award (approx.)	May 6, 2022	

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 Commissioners.

The County is using the Informal Selection Procedure method, pursuant to the Columbia County Personal Services Contracting Ordinance 38-2006, as amended. The County will award one or more contracts as determined to be in the best interest of the County.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in the OAR 125-246-0110, except as otherwise defined herein.

2.3 OVERVIEW AND PURPOSE

The successful Proposer will prepare a market needs assessment and financial feasibility study which the County will use in evaluating whether to pursue a certificate of need for the proposed new hospital.

Work is to begin in May of 2022 and be completed by June of 2022. The exact scheduled dates will be confirmed during discussions with the selected proposer.

2.4 SCOPE OF WORK/SPECIFICATIONS

The selected proposer will work with, and cooperate with, the County's Public Health Director in rendering services pursuant to this RFP. The selected proposer will be expected to perform the following work:

- Prepare a draft report of results and analysis for review by the Public Health Director. From feedback, prepare a final market needs assessment and financial feasibility study for the proposed new hospital.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

There are no minimum qualifications

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 3.3. Responses to each section and subsection should be labeled to indicate the item being addressed.

Proposer shall submit one original signed Proposal, plus 9 copies, and 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) and shall 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 Information and Certification Sheet (Attachment C) may subject the Proposal to rejection by the County.

3.3 PROPOSAL CONTENT REQUIREMENTS

Proposals must address each of the items listed in this section and all other requirements set forth in this RFP. Proposers shall describe the Goods to be provided or the Services to be performed or both. 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.

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

- Attachment B – Disclosure Exemption Affidavit (only required if Proposal contains confidential information)
- Attachment C – Proposer Information and Certification Sheet (mandatory return)

3.3.1 References

Provide a minimum of five (5) references from current or former client firms for similar projects performed for any clients within the last 10 years. References must be able to verify the quality of previous, related Work.

Include names, positions, and telephone numbers of the references and the types of services provided.

The County may check to determine if references provided 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.

3.3.2 Proposer's Experience and Qualifications

Describe the experience of your firm in preparing market needs assessments and financial feasibility studies for proposed new hospitals.

Describe Proposer's experience developing and delivering materials that align with the County's Scope of Work described in this RFP.

3.3.3 Key Persons and their Resumes

Specify key persons to be assigned to this project, and include a current resume (not to exceed 2 pages each) for each individual that demonstrates qualifications and experience for the Work described.

Include Proposer's plan to ensure that Key Person(s) are available to perform the work and support throughout the duration of the project.

Include the duties assigned to and responsibilities of each Key Person and document the experience and qualifications of each person with such duties.

3.3.4 Project Implementation Plan

Briefly describe how Proposer would carry out the major activities of this project in context with the Scope of Work. Provide a comprehensive management plan that the Proposer intends to follow and how timelines and deliverables will be met. Illustrate how the plan will serve to coordinate and accomplish the Work on or before the completion date of June 30, 2022.

3.3.5 Price Proposal

Submit a detailed Price Proposal stating the price for each deliverable and the total price for the entire project. The Price Proposal should include hourly rates and incidental expenses (e.g., travel) required to carry out the work described.

Proposers must include a narrative to describe how the proposed price corresponds to the individual's hourly rates and the specific services being performed. Include a breakdown of all labor, and expenses. Describe how Proposer proposes to invoice for any services, and related expenses.

SECTION 4: SOLICITATION PROCESS

4.1.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on the OregonBuys Network at <https://oregonbuys.gov/bsa> and on the County's website at <http://www.columbiacountyor.gov/bids>. RFP documents will not be mailed to prospective Proposers.

County will advertise all Addenda on OregonBuys and the County's website. Prospective Proposer is solely responsible for checking OregonBuys or the County's website to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

4.2 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;
- 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.

Consistent with the County's Personal Services Contracting Rules all protests of this solicitation are limited to the following issues and filing times: Prospective personal service contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions no later than seven calendar days prior to the close of the solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specifications, or contract terms and conditions. No protest against selection of a personal services contractor because of the content of the solicitation provisions, specifications or contract terms and conditions, shall be considered after the deadline established for submitting a protest.

4.3 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 title and number. 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 State of Oregon 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. It must be delivered to the attention of the SPC at the Finance counter at the address listed on the Cover Page.

4.4 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification by one of the authorized methods listed in the Proposal Delivery Options

section, above. To be effective, the notice must include the RFP title/number 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 withdrawal to the SPC via email, facsimile, or hard copy prior to closing.. To be effective the notice must include the RFP number.

4.5 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.

4.6 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.

4.7 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 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.

4.8 EVALUATION PROCESS

4.8.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with the Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected. However, the

County may waive minor mistakes in its sole discretion.

4.8.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of the evaluation committee. Evaluators 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 listed below in this section up to the maximum points available in the Point and Score Calculation section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal.

4.9 EVALUATION CRITERIA

Scores are the points assigned by each evaluator.

The maximum points possible for each evaluation item are listed in the table below.

The SPC will average all scores for each evaluation criterion.

Proposal Content Requirements	
Evaluation Criteria	Points per Section
Proposer's Experience and Qualifications 3.3.2	25
Key Persons and their Resumes 3.3.3	25
Project Implementation Plan 3.3.4	30
Price Proposal 3.3.5	20
Total points available	100

4.10 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal, calculated by totaling the points awarded by each evaluator and dividing by the number of evaluators.

The County will rank all Proposers at the conclusion of the evaluation and scoring and may, in the County's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional competition is conducted, the County will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

4.11 NEXT STEP DETERMINATION

At the conclusion of a round of competition, the County may choose to conduct additional

round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to:

- Interviews;
- Presentations/Demonstrations/Additional Submittal Items;
- Discussions and submittal of revised Proposals;
- Serial or simultaneous negotiations;
- Best and Final Offers.

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 based upon the scoring methodology and process described in Section 4. County may award less than the full Scope defined in this RFP.

5.1.2 Notice of Award will be provided to all Proposers upon successful negotiation of a contract with the selected Proposer.

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 as required in this RFP or as negotiated. Insurance Requirements are found in the Sample Contract (Attachment A).

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>.

5.2.4 Responsibility Inquiry

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.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of a successful Proposer, the County may enter into Contract negotiations with the successful Proposer toward obtaining written agreement on tasks, staffing, performance schedule and a maximum not-to-exceed contract price which is fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the services. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions. Unless Proposer notes exceptions in its Proposal, the County intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment A). It may be possible to negotiate some provisions of the final Contract; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased price 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.

5.3.2 Protest Procedures.

Consistent with the County's Personal Services Contracting Rules, every proposer shall be mailed a copy of the selection notice sent to the highest ranked personal services contractor. A proposer that claims to have been adversely affected or aggrieved by the selection of a competing personal services contractor shall have seven calendar days after the date of the notice of selection to file a written protest of the selection with the County. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked proposer eligible for selection. The County will not consider a selection protest submitted late.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified

small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

6.2 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.

6.3 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 192.410 through 192.505). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 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.

6.5 PRICE OF SUBMITTING A PROPOSAL

Proposer shall pay all costs and expenses related to submitting its Proposal, including, but not limited to, the cost to prepare and submit the Proposal, the cost of samples and other supporting materials, the cost to travel or to otherwise participate in demonstrations or

interviews, and costs associated with protests.

6.6 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025)

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 [insert number], 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 Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the 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.

9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract at the time of Contract execution.

Authorized Signature

Date

Print Name and Title

Attachment A

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

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. This Agreement is effective _____.
2. Completion Date. The completion date for this Agreement shall be no later than _____.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$_____, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]

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. [ORS 279B.230 (1)]

C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279B.235 (3)]

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]

E. 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. [ORS 279B.230 (2)]

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.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, 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 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 enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. 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 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. 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).

13. Nonassignment; 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.

14. Nonwaiver. 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.

15. 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 any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out 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.

16. 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 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.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. 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.

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

19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement 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.

20. 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, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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

22. 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.

23. Attorneys 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 attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

24. 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.

25. 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.

26. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) 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:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Casey Garrett, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____