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**OFFICE OF THE DISTRICT ATTORNEY**  
COLUMBIA COUNTY, OREGON  
**JEFFREY DAVID AUXIER**  
DISTRICT ATTORNEY

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**REQUEST FOR PROPOSALS**  
**S-C00055-00007454**

**FOR TREATMENT COURT SERVICES**  
**FOR THE**

**COLUMBIA COUNTY DISTRICT ATTORNEY'S OFFICE AND OREGON JUDICIAL**  
**DEPARTMENT TREATMENT COURT PROGRAM URINALYSIS SERVICES AND CLEAN AND**  
**SOBER LIVING SERVICES**

**COLUMBIA COUNTY, OREGON**

**July 6, 2023**

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SECTION I  
REQUEST FOR PROPOSALS (RFP)

Columbia County (County) is requesting Proposals from qualified vendors to provide urinalysis services for Specialty Court participants and clean and sober residential living services for Family Court participants. One or more contracts will be offered to a Proposers that submit the most advantageous, responsive Proposals in compliance with this RFP. Proposers may propose to perform either the urinalysis services portion of the work, the clean and sober residential services work or both. The Contract will be for two (2) years commencing retroactive to July 1, 2023, with an option to renew for up to two (2) additional years upon satisfactory performance in the County's sole discretion. Columbia County's District Attorney or his Office Manager Dawn Hunt have been named as the project managers and will oversee all aspects of the project, in consultation with Oregon Judicial Department Treatment Court Coordinator, Julianne Heuer, subject to review by the Columbia County Board of County Commissioners.

SECTION II  
PROJECT OVERVIEW

A. DESCRIPTION.

Currently, County treatment courts manage a caseload of 32 defendants and have the capacity to manage a caseload of 60 defendants. The County is seeking vendors to provide urinalysis testing and confirmation, and clean and sober living services

B. SCHEDULE.

Significant dates to remember include:

Solicitation Opens/RFP Advertised	July 6, 2023*
Requests for Clarification or Change/Protests <b>(4:00 pm)</b>	July 19, 2023*
Deadline to Submit Proposals <b>(4:00 PM)</b>	August 4, 2023*
Review and Evaluation of Proposals	Week of August 7
Successful Vendor Notified	August 10, 2023
Contract Negotiations	Week of August 14, 2023
Notice of Intent to Award Issued	August 18, 2023
Final Contract Signing	August 30, 2023

\*With the exception of the dates marked with an asterisks (\*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all other applicable deadlines.

### SECTION III SCOPE OF SERVICES

The selected contractor(s) will provide urinalysis testing and confirmation at the direction of the Columbia County Circuit Court's treatment court program, which covers 32 participants currently and potentially as many as 60 participants.

The selected contractor will perform random and observed urinalysis testing and confirmation at least two times per week unless otherwise specified by the treatment provider and/or treatment court team for defendants identified by the treatment court team.

A contractor will also be selected to provide bed space for 3 family drug court clients who also have ODHS Child Welfare legal involvement in a housing facility that is a clean and sober living environment in order to help stabilize participants in the program, as well as peer mentor services to each client and transportation as needed. The facility must contain a child activity center located in the facility that can be utilized by participants during treatment hours, court sessions, and treatment/case planning related meetings.

Services provided under this RFP must be provided in accordance with the Criminal Justice Commission Justice Reinvestment Grant Program Grants, the terms of which will be incorporated into the contracts.

The selected contractor(s) will provide periodic reports about the progress of the project, the frequency and with the information as prescribed by the county, and will comply 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 and shall engage in no activity which creates and actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.

### SECTION IV GENERAL INSTRUCTIONS

#### A. ADMINISTRATIVE INFORMATION.

1. This RFP is issued under the authority of:

Columbia County Board of Commissioners  
230 Strand Street,  
St. Helens, Oregon 97051

All inquiries concerning the intent of this request or contract information are to be directed to LaVena Sullivan, 230 Strand Ave, St. Helens, OR 97051, telephone, (503) 397-7210 Extn. 8426, or [lavena.sullivan@columbiacountyor.gov](mailto:lavena.sullivan@columbiacountyor.gov). This RFP and its contract terms and conditions may be downloaded at <https://www.columbiacountyor.gov/bids>,

or at <https://oregonbuys.gov/bsa/>. It can also be picked up at the Columbia County District Attorney's Office, at the address above.

2. This Request for Proposals consists of the following sections:

- Section I. Request for Proposals (RFP)
- Section II. Project Overview
- Section III. Scope of Services
- Section IV. General Instructions
- Section V. Proposal Response
- Section VI. Evaluation and Selection
- Section VII. Sample Contract and Attachments

It is suggested that this RFP be checked to ensure that all of the above items are included. Any missing portions can be obtained from the Columbia County District Attorney's Office, 230 Strand Avenue, St. Helens, OR 97051, on the County's website, or on Oregon Buys at <https://oregonbuys.gov/bsa/>.

- 3. It is extremely important that Proposals are completed as professionally as possible. An incomplete or uncoordinated submission reflects on the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation as part of the Proposal.
- 4. Proposers requiring clarification or interpretation of the RFP shall submit such requests in writing. Proposers who find any ambiguity, inconsistency or error in the RFP are requested to notify LaVena Sullivan in writing. Any such request or notice shall be made no later than ten (10) days prior to the Proposal submission date. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and posted on Oregon Buys and the Columbia County website. Supplements, interpretations, corrections or changes to the RFP made in any other manner will not be binding, and Proposers will not rely on such supplements, interpretations, corrections or changes.
- 5. A list of all solicited Proposers will be provided to any Proposer upon receipt of written request.

B. PRE-PROPOSAL MEETING.

There will be NO mandatory pre-Proposal meeting held for this RFP. Contractors wishing to learn more about the county treatment court programs prior to the Proposal due date may make arrangements by calling LaVena Sullivan. A site tour is not mandatory. Any statements made during any site tour are not binding on the County unless confirmed by written addendum.

C. SUBMITTAL DEADLINE.

Proposals must be received by **August 4, 2023, at 4:00 pm**, according to the clock in the Columbia County Finance Department at the following address/location in order to be considered for purpose of evaluation and contract award.

Columbia County Finance Department  
Attn: LaVena Sullivan  
230 Strand Street  
St. Helens, Oregon 97051

LaVena Sullivan is the person designated for receipt of Proposals.

**D. PROPOSAL OPENING.**

The County will open all Proposals received in compliance with the instructions of this RFP. Proposals will be reviewed for compliance with instructions contained herein. Only those Proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee.

Proposals received after the date and time specified in Section IV.C, and/or Proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP, will not be considered for evaluation or award of a contract.

**E. CONTRACT AWARD.**

After Proposals are opened and determination is made that a contract is to be awarded, the County shall award the contract to one or more responsible Proposers whose Proposals the County determines in writing is the most advantageous to the County. The contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Proposal. The contract will be delivered or made available to the successful Proposer for execution. Two (2) duplicate originals of the contract shall be signed by the contractor and returned to the County within ten (10) calendar days of mailing by the County or upon receipt by the contractor, whichever is sooner, along with the required Certificates of Insurance, Additional Insured Endorsement(s), and W-9 for final approval, dating and execution by the County. After execution by the County, a signed original of the contract will be delivered or made available to the contractor. A sample contract is included in the procurement documents. Terms and conditions set forth in the Sample Contract are subject to pre-Proposal protest restrictions. Any proposed changes to the sample contract must be set forth in the Proposal or such terms will be deemed accepted by the County.

**F. MODIFICATION OR WITHDRAWAL OF PROPOSAL.**

A Proposal may not be modified, withdrawn or canceled by the Proposer for a ninety (90) day period following the time and date designated for the receipt of Proposals and Proposer so agrees in submitting the Proposal.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of Proposals. Such notice shall be in writing and shall be signed by the Proposer's authorized representative. Pre-Proposal modifications or withdrawals must comply with OAR 137-047-0440. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that they are then fully in compliance with the RFP.

G. PROTEST PROCEDURES.

All protests of solicitation or selection processes are limited to the following issues and filing times:

1. Solicitation protest: In accordance with ORS 279B.405, unless a different deadline is specified in the RFP, Proposers may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the County no later than **ten (10)** calendar days prior to the submission deadline. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specification, or contract terms or conditions. The County will consider a protest that is timely filed and contains the following:
  - a. Sufficient information to identify the solicitation that is the source of the protest;
  - b. The grounds that demonstrate how the procurement is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
  - c. Evidence of supporting documentation that supports the grounds on which the protest is based;
  - d. The relief sought.
2. Selection protest: Every Proposer who submits a Proposal in response to an RFP shall be mailed a copy of the Notice of Intent to Award sent to the highest ranked Proposer. Unless a different deadline is specified in the RFP, a Proposer who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing Proposer, shall have seven (7) calendar days after receiving the Notice of Intent to Award to file a written protest of the selection with the County. A protest must establish that the protester is adversely affected in that the protester would be eligible to be awarded the public contract in the event that the protest was successful, and the reason for the protest is that:
  - a. All lower bids or higher ranked Proposals are non-responsive;
  - b. The County has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;

- c. The County abused its discretion in rejecting the Proposal as non-responsive; or
  - d. The County's evaluation of Proposals or its subsequent determination of award is otherwise in violation of ORS 279A or 279B.
- 3. The County shall have the authority to settle or resolve a written protest submitted in accordance with this section and ORS 279A and 279B. The County shall promptly issue a written decision on the protest.
  - 4. Any protest received after the deadlines described above shall not be considered.

H. SUBMITTAL COSTS.

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections, shall be entirely the responsibility of the Proposer. Under no circumstances will the County be responsible for those costs and expenses.

I. ADDENDA.

The County will change this RFP only by written Addenda. A Proposer shall provide written acknowledgement of all issued addenda with its Proposal. The County will not mail notice of Addenda but will publish notice of any addendum on the County's website and on Oregon Buys. Proposers should frequently check the County's website until Closing, i.e. at least once weekly until the week of Closing and at least once daily the week of Closing.

## SECTION V PROPOSAL RESPONSE

The submitted written Proposal must utilize the following format and content detail. All Proposals are to be typed in 8½ x 11 inch format. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. Six (6) copies of the Proposal will be required 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.

A. TITLE PAGE.

The name and signature of the proposing company's authorized representative, as well as his/her address and telephone number, must be provided. The Proposal must be dated on this page.



The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the Proposer's acceptance of and responsibility for the following:

1. All data presented in the Proposal is accurate and complete.
2. Acknowledgement that the Proposer has read and understood the RFP and that the Proposal is made in accordance with the contents of the RFP, unless otherwise noted in the Proposal.
3. The Proposal and the prices contained in the Proposal shall be valid for ninety (90) days after submission of the Proposal.
4. The cost of submittals and related expenses, including travel for interviews and inspections, shall be entirely the responsibility of the Proposer.
5. The Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(4), against any minority, woman 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.

The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of a Proposal.

**B. TABLE OF CONTENTS.**

A listing of all major and sub-major topics and associated page numbers must be included.

**C. STATEMENT OF QUALIFICATIONS.**

Provide a brief explanation of why your organization is qualified to provide treatment court services for the County and the Oregon Judicial Department. What makes your organization stand out in the industry?

To be considered for award of this contract a vendor must have, as a minimum, the following qualifications:

1. A proposal for Clean and Sober living must establish that the proposer organized for the purpose of providing evidence-based substance abuse and mental health services and must have at least five (5) years previous experience with proven effectiveness in providing these services in a manner that is consistent with national treatment court standards.

2. A vendor proposing urinalysis services in Scappoose, Oregon or St. Helens, Oregon, will be given preference.
3. The vendor must have a proven ability for contract start-up by August 1, 2023.
3. The vendor must have qualified and trained employees to successfully complete the contract requirements.
4. The vendor must have the capability to supervise and monitor the program, ensuring satisfactory provisions of service.
5. The vendor must have adequate financial resources to maintain personnel and supplies to successfully perform this contract.

D. VENDOR BACKGROUND.

Provide a brief history of the company including:

1. Years in business under present name and previous names.
2. Whether the vendor is a corporation, partnership, or other type of organization.
3. Names of officers of the company or regional executives in charge.
4. Address of office where contract will be administered.
5. Number of key employees available to perform this contract.
6. Number of permanent full-time key professional employees listed by professional classification.
7. List any subcontractors you wish to use.
8. Submit company annual report and most recent financial statement.

E. REFERENCES.

Please provide at least five (5) references, including names of clients, contact persons, project managers and their telephone numbers.

F. SERVICE PROPOSAL.

Describe in detail how your organization will provide either urinalysis services, clean and sober residential living services, or both in compliance with Section III of this RFP.

G. INSURANCE.

Provide evidence of insurability or actual coverage for the following minimum requirements and as may be required by law. For the duration of the contract the contractor shall, at its own expense, purchase and maintain, in a company or companies licensed to do business in the State of Oregon, the following insurance, with limits not less than those indicated or greater if required by law:

1. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws;
2. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
3. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000.00 per accident.

H. FEE PROPOSAL.

The fee proposal shall be submitted as one of the required sections of the Proposal. The cost of compliance, if any, with legal requirements and all other state and federal statutes shall be included as part of the Proposal. The Fee Proposal shall provide for a fixed rate for urinalysis for each specimen. The Fee proposal for clean and sober living shall be a fixed not to exceed contract amount for the two years of the contract. Be as clear as possible in detailing the fee proposal.

I. RESPONSIBILITY.

Proposer must demonstrate to the County that Proposer is responsible. Proposer shall submit sufficient information to establish responsibility by submitting the Responsibility Inquiry Form which is included as Attachment 2.

J. CONFIDENTIAL SUBMISSIONS.

If Proposer considers any part of its Proposal to be confidential or trademark, Proposer shall clearly note "CONFIDENTIAL" on each page of materials believed to be confidential.

SECTION VI  
EVALUATION AND SELECTION

A. EVALUATION COMMITTEE.

An Evaluation Committee selected by the District Attorney will review, evaluate and rank the Proposals.

B. EVALUATION CRITERIA.

The Evaluation Committee will review, evaluate and rank the Proposals which are in substantial compliance with the RFP procedures and requirements based on the following criteria and scoring:

1.	Title Page/table of Contents	Mandatory
2.	Statement of Qualifications	10
3.	Company Background	10
4.	References	10
5.	Treatment Court Services Proposal	30
6.	Insurance	Mandatory
7.	Fee Proposal	40
8.	Complete, Professional Proposal	Mandatory
9.	Responsibility	Mandatory
Total Possible Points		100

C. REFERENCES.

Based on the initial evaluation and ranking, references will be contacted for the top ranked proposal or proposals

D. INTERVIEWS.

Based on the initial evaluation and ranking, vendors may be invited to attend interviews on a date to be announced. Vendors selected for an interview will be notified as soon as possible. Based on the interviews, the Evaluation Committee will make a final evaluation and ranking and make recommendations to the Board of County Commissioners.

E. NEGOTIATIONS.

The County reserves the right to seek clarification of each Proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the program.

Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance.
2. A maximum, not-to-exceed contract price which is consistent with the Proposal and fair and reasonable to the County, considering the estimated value, scope, complexity and nature of the services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. 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.

F. SELECTION.

If the County awards a contract, it will award the contract to the Proposer or Proposers whose Proposal the County determines is the most advantageous to the County based on the evaluation factors and process described herein and the outcome of negotiations. The County reserves the right, in its sole discretion, to:

1. Reject any Proposal not in compliance with all prescribed RFP procedures and requirements.
2. Cancel this procurement and/or reject any or all Proposals in accordance with ORS 279B.100.
3. Delay or suspend the RFP in accordance with ORS 279B.100.
4. Waive minor irregularities in the Proposals received.
5. Accept all or any part of a Proposal in principle, subject to negotiation of the final details.

SECTION VII  
CONTRACT

The contract(s) will be generated by the Columbia County Counsel's Office. The Final contract(s) will consist of the County's Public Goods and Services Contract (See Attachment 1) and the following contract documents:

- Exhibit "A" – This Request for Proposals
- Exhibit "B" – The Selected Vendor's Proposal
- Exhibit "C" – Specialty Court Grant Agreement(s)
- Exhibit "C" – Special provisions as may be negotiated by the parties

**ATTACHMENT 1****PERSONAL SERVICES CONTRACT**  
By and between COLUMBIA COUNTY and**FOR CRIMINAL JUSTICE COMMISSION SPECIALTY COURTS**  
**GRANT SERVICES**  
Justice Reinvestment Grant Program

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 on the date last signed below and shall be retroactive to July 1, 2023.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2025.
3. Contractor's Services. Contractor agrees to provide the following specialty court services as described in the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Adult Drug Court, which is attached hereto as Exhibit "A" and is incorporated herein by this reference. Contractor also agrees to provide specialty court services as described in the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Family Drug Court, which is attached hereto as Exhibit "B" and is incorporated herein by this reference. Finally, Contractor agrees to provide specialty court services as described in the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement for Mental Health and Veterans Treatment Court, which is attached hereto as Exhibit "C" and is incorporated herein by this reference. Collectively, Exhibit "A", Exhibit "B", and Exhibit "C" are referred to herein as the "Grant Agreements". Notwithstanding the generality of the foregoing, Contractor agrees to provide the following services pursuant to this Contract:

Urinalysis Testing and Confirmation- Random and observed urinalysis testing and confirmation at least two times per week unless otherwise specified by the treatment provider and/or treatment court team for clients identified by the treatment court team.

Clean and Sober residential living services for Family Court participants. Provide bed space for 3 family drug court clients who also have ODHS Child Welfare legal involvement in a housing facility that is clean and sober living environment in order to help stabilize participants in the program, as well as peer mentor services to each client and transportation as needed. The facility must contain a child activity center located in

the facility that can be utilized by participants during treatment hours, court sessions, and treatment/case planning related meetings.

4. Consideration. County shall pay Contractor on a time and materials basis, according to the rates set forth below, an amount not to exceed \$ \_\_\_\_\_. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made quarterly within 30 days of the County's receipt of funds from the Criminal Justice Commission based on invoices received by Contractor. 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 18 of this Agreement.

**Rates:**

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

FOR COUNTY

FOR CONTRACTOR

Dawn Hunt, District Attorney  
230 Strand  
St. Helens, Oregon 97051  
503-397-7208  
[jeff.auxier@columbiacountyor.gov](mailto:jeff.auxier@columbiacountyor.gov)

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.

(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 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.

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.

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.

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. Grant Requirements. The services provided under this Contract are being funded by grants from the Criminal Justice Commission (CJC) Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Grant Agreements, as they may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:

A. Eligible Costs. Grant Funds may be used by Contractor solely for Eligible Costs (as described in Section 4.a of the Grant Agreements). Eligible Costs must be within the line items of the Project Budgets set forth in Exhibit A to the Grant Agreements and during the Project Period as specified in the Grant Agreements. The County's obligation to disburse grant Funds under this Agreement shall end 45 days after the Project End Date as defined in the Grant Agreements.

B. Grant Terms and Conditions. The County's obligation to pay Contractor is subject to Contractor's compliance with the terms and conditions of the Grant Agreements.

C. Invoices. The County's obligation to pay Contractor is subject to Contractor's compliance with the terms and conditions of the Grant Agreements related to reimbursement. Contractor shall submit to the County an invoice each quarter for payment for services performed during the prior calendar quarter. Each invoice must include supporting documentation for all Eligible Costs for which Contractor is seeking

payment. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at:

<http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.

The County's obligation to reimburse Contractor is subject to receipt of funds from CJC, subject to all Progress Reports being completed and submitted to CJC in compliance with the Grant Agreements.

D. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall maintain all fiscal records related to this Agreement and the Project in accordance with all applicable auditing standards and state minimum standards for audits of municipal corporations. The County, the CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, the County, the CJC, the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.

E. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.

F. Expenditure Records. Contractor shall document the expenditure of all funds disbursed by Contractor to any Subcontractor. Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the County and the CJC to verify how the moneys were expended.

G. Subagreements. Contractor may enter into agreements for implementation of the services under this Agreement. Each subagreement shall be in writing executed by Contractor and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a subagreement does not relieve Contractor of its responsibilities under this Agreement. Contractor shall notify the County and CJC of any material breach of a term of this condition of a subagreement relating to Grant Funds provided under this Agreement within ten (10) days of its discovery.

12. 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.

13. 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).

14. 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.

15. 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.

16. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the State of Oregon, the CJC and their officers, employees and agents from and against any and all claims, suits or actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor, its officers, agents, employees or contractors. Neither Contractor nor any attorney engaged by such party shall defend a claim described herein in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

17. Insurance. For the duration of this Agreement Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit C of the Grant Agreements, to protect County, its offices, agents, and employees and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described herein, which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents and employee, 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.

18. 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.

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

20. 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.

21. 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.

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



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28. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS 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:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Casey Garrett, Chair

By: \_\_\_\_\_  
Kellie Jo Smith, Commissioner

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

Date: \_\_\_\_\_

## ATTACHMENT 2 - RESPONSIBILITY INQUIRY

County will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, County may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a finding of non-responsibility and rejection.

Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** ☐ / **NO** ☐.

Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: \_\_\_\_

How many contracts did not meet those standards? Number: \_\_\_\_ If any, please explain.

Response:

Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:

obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,  
violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** ☐ / **NO** ☐.

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

Within the last three years, has Proposer had:

any contracts terminated for default by any government agency, or  
any lawsuits filed against it by creditors or involving contract disputes? **YES** ☐ / **NO** ☐.

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

Does Proposer have any outstanding or pending judgments against it? **YES** ☐ / **NO** ☐.

Is Proposer experiencing financial distress or having difficulty securing financing? **YES** ☐ / **NO** ☐.

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** ☐ / **NO** ☐

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** ☐ / **NO** ☐.

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? **YES** ☐ / **NO** ☐.

If "NO," please explain.

Response:

### **AUTHORIZED SIGNATURE**

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title