

Linn County, Oregon



Request for Proposals

Owners Representative – Crisis Stabilization Center

RFP Number HE 25-001

January 14, 2025

Pre-Proposal Conference:

None

POINT OF CONTACT

Refer all questions to:

Terri McQueen, Contract & Procurement Manager
421 Water Ave NE, Suite 2300, Albany, OR 97321
541-704-3004 ext 2847
terrimcqueen@linncountyhealth.org

PROPOSALS DUE:

February 14, 2025

by

10:00 AM

at

**Linn County Health Services, Administration Offices
421 Water Ave NE, Suite 2300, Albany, OR 97321**

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SECTION B – GENERAL INFORMATION

B.1 Introduction.

Linn County Health Services (“County”) is currently accepting proposals from private organizations for an experienced Owner’s Representative (PM) to oversee and manage the remodel of Crisis Stabilization Center (Project). The selected PM will act as the Agency’s advocate and advisor, ensuring that the project is executed on time, within budget, and according to quality standards and regulatory requirements. The county reserves the right to not award a contract.

Additional details on the scope of services to be provided is included in Section C - Scope of Work.

The County anticipates the award of one contract from this RFP. The initial term of the contract is anticipated to be 12 months.

B.2 Schedule.

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

Event	Date	Time
Questions / Requests for Clarification Due	January 24, 2025	1:00 PM
Closing (Proposals Due)	February 14, 2025	10:00 AM
In Person Interview	February 28, 2025	TBD
Issuance of Notice of Award (approx.)	March 7, 2025	

B.3 Point of Contact.

The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC’s contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 Authority.

The County is issuing this RFP pursuant to its authority under both state law and Linn County Code. The County is using the Request for Proposals method of procurement, pursuant to ORS 279C and LCPR 137-048.

SECTION C – SCOPE OF WORK

C.1. Overview.

Linn County Health Services (LCHS) is opening a Crisis Stabilization Center (CSC) located at 1040 7th Ave SE, Albany, OR 97321. The CSC will be open 24/7 and allow community members who are experiencing a mental health crisis to meet with a crisis worker. We will have an intake area, respite area (23-hour facility), short-term stabilization area for children, adolescents, and adults, offices, support area, and central staff amenities. LCHS plans to expand our crisis response system to include a 24/7/365 Crisis Stabilization Center as the third and last State initiative in developing a comprehensive system of crisis care for our community. This will be a place where individuals in crisis will receive targeted support from trained professionals including risk assessment, crisis recovery planning, treatment, and referrals/resources. Individuals needing enhanced support can access stabilization services in a stress-free environment for up to 23 hours while a collaborative aftercare crisis plan is developed reducing visits to the hospital emergency room.

The Linn County Stabilization Center Project goals are focused in three main areas:

Create a space to reduce utilization and length of stay in emergency departments

- i. Patient Experience: Creating an environment that fosters calmness, self-regulation, and de-escalation, emphasizing both perceived and actual safety for all patients. This includes maintaining patient privacy and dignity, ensuring patient autonomy and choice, providing a secure and welcoming space for children, adolescents, and adults in crisis, and providing support and care to anyone in need.
- ii. Staff and First Responder Needs: Designing a streamlined and cohesive operational and supportive work environment that fosters the relationship between behavioral health crisis care and law enforcement, and that provides a more integrated response to crises, including enhanced security and safety of both staff and first responders.
- iii. Community Impact: Enhancing the healthcare landscape of Linn County by introducing new levels of care, including immediate access to behavioral health services for both youth and adults. A primary

objective is providing a more therapeutic approach to behavioral health needs, with a focus on reducing behavioral health stigma within the neighboring community and enhancing community relations through the inclusive design process and the final design of the building.

C.2 Information.

A full copy of the RFP project is available on the Health Services website at <https://www.linncountyor.gov/health-administration/page/linn-county-healths-rfps>

C.3 Work Requirements and Technical Services.

Anticipated Owners Representative Services

- Represent the Agency's interests in all project phases.
- Ensure compliance with funding requirements, codes, and regulations.
- Facilitate clear communication among stakeholders, including the A/E team, contractors, and regulatory authorities.
- Deliver the project on schedule and within the allocated budget.

The complete list of Architectural scope of services is in **Exhibit A, Scope of Services – Owners Representative.**

SECTION D – PROCUREMENT REQUIREMENTS AND EVALUATION

D.1 Pre-Proposal Phone Conference.

A pre-proposal conference will not be held.

The purpose of the pre-proposal phone conference is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the pre-proposal phone conference are not binding upon the County. Proposers may be asked to submit questions in writing.

D.2 Proposal Requirements.

D.2.1 Submission Requirements. Proposals should follow the format and reference the sections listed below. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Proposers shall submit one original and three (3) additional copies. In addition, Proposers should include one digital copy of their Proposal on CD or USB that is in PDF format. Proposals shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

RFP Title: Owners Representative – Crisis Stabilization Center
 RFP No.: HE - 001
 Attn: Terri McQueen, Contract & Procurement Manager
 Linn County Health Services
 421 Water Ave NE, Suite 2300, Albany, OR 9731

D.2.2 Proposal Content Requirements. All Proposals must include the following information:

Part 1: Qualifications and Experience

Provide sufficient information on the background, qualifications, technical competence, and specialized experience of Proposer to demonstrate its ability to provide the services required for this Project. Include a list of past projects demonstrating such qualifications and experience. Provide more detailed summaries of up to five projects that highlight experience particularly relevant to the Project, such as large, complex projects utilizing collaborative project delivery methods and involving interaction with multiple stakeholders. Behavioral health development project experience is a plus. For each detailed project summary, include the following:

- a. The name, location, client agency, and year of project completion.
- b. Size in square feet and final cost of the built project.
- c. Roles and responsibilities that each member of your team had, if any, on the project.
- d. Sustainability certification achieved, if any.
- e. Project delivery method (CM/GC, Design-build, Design-Bid-Build).

- f. The name of the client agency and current contact information for the agency's project representative.
- g. The name of the contractor and current contact information for the contractor's project manager.
- h. Project budget and timeline and whether the project was completed within the allowable time and budget. Preference will be given to projects of similar size, scope, and context completed within the past ten years.

Part 2: Project Staffing

- a. Provide an organizational chart of your proposed team. Include the names of key persons designated to be on the team and their intended role in the Project, including percentage of time each team member will dedicate to this Project.
- b. Provide a description of the qualifications and experience of teams key personnel. Include professional biographies or résumés for key Team members, including subconsultants, as an attachment at the end of the proposal submission. List any relevant certifications and/or licenses and their expiration date(s).
- c. Location or office from which work will be performed / dispatched.
- d. List a minimum of three (3) projects which members have been involved, special consideration for Behavioral Health Facilities will be given.

Part 3: Project approach

- a. Provide a description of the techniques, methods, and tools your firm/team would expect to utilize for successfully completing this Project. Address project management, management of budget and schedule, user involvement (Health Services staff), facilitation of decision making, development of construction documents, and construction administration.

Part 4: Proposal Submission Organization and Readability

- a. The County will evaluate the extent to which the proposal submission follows the instructions contained in this RFP, is easy to read and follow, and is professional in its presentation. This organization and readability may also be used by evaluators to assist in understanding and scoring other proposal submission requirements.

Part 5: References - Not Scored:

- a. Referrals - Include three (3) relevant client references. Client references must include name of client, title, address, telephone number, email address and project name. Appendix: Letters of Recommendation.

Part 6: Interviews:

- a. In person interviews with assigned Owner's Representative

D.2.3 Proposer Information and Certification Sheet. In addition to providing the information requested above, Proposals must include a Proposer Information and Certification Sheet, attached hereto as Exhibit D.

D.2.4 Proposed Rate Information. Proposers must also submit, in a separately sealed document, the Proposer's proposed rates to perform the services requested. The rate information requested WILL NOT be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process.

D.2.5 Public Record/Confidential or Proprietary Information. All information submitted by a Proposer shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exemption from disclosure consistent with Oregon law. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit D) and a fully redacted version of its Proposal. If a Proposer fails to identify the portions of its Proposal that Proposer claims are exempt from disclosure, the Proposer has waived any future claim of non-disclosure of that information. Identifying the Proposal, in whole, as exempt from disclosure is not acceptable.

The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a Proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The County will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Unless expressly provided otherwise in this RFP or in a separate communication, the County does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law.

If the County refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the District Attorney of Linn County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the County will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the County for all costs, expenses and attorney fees that may be imposed on the County as a result of appealing any decision regarding the Proposer's records.

D.2.6 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is received by the County in accordance with the RFP requirements before the closing date and time listed in Schedule B.2. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

D.2.7 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of the County's Contract as shown in Exhibit C, attached hereto and incorporated herein by reference.

D.3 Procurement Process.

D.3.1 RFP Availability. This RFP, including all Exhibits and Amendments, are available by contacting the POC described in Section B.3. The POC will email this RFP, including all Exhibits and Amendments, upon request but will not be mailing these documents to prospective Proposers unless requested pursuant to Section D.3.2.

D.3.2 Hard Copy Document Fees & Delivery. Proposers may also request hardcopies of the RFP, Exhibits, and Amendments from the POC. All costs for these documents and any associated delivery fees are at Proposer's expense.

D.3.3 Amendments. Any amendments to the original solicitation can be viewed by contacting the POC to make arrangements. Proposers may request automatic notifications of any subsequent amendments to the RFP through the POC described in Section B.3. Except to the extent required by public interest, the County shall not issue an amendment less than 72 hours before the Proposal due date and time unless the amendment also extends the due date and time.

D.3.4 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing, to the POC described in Section B.3. To be considered, the request for clarification or modification must be received by the County by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless a formal amendment has been issued by the County. If a substantive clarification is in order, a formal amendment will be issued pursuant to Section D.3.3.

D.3.5 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2.

D.3.6 Proposal Due. Proposals and all required submittal items must be received by the POC on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposals received after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

D.3.7 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 Proposer Information and Certification Sheet in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with County representatives such as County employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
- Proposer attempts to inappropriately 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.

D.3.8 Opening of Proposal. 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 Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

D.4 Evaluation Process.

D.4.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, the County may waive mistakes in accordance with LCPR 137-047.

At any time prior to award, the County may reject a Proposal found to be not Responsible in accordance with LCPR 137-047 and ORS 279B. In doing so, the County may investigate the Proposer and request information in addition to that already required in the RFP, when the County, in its sole discretion, considers it necessary or advisable.

D.4.2 Evaluation Criteria. Proposals that met the Responsiveness and Responsibility Determination evaluation will be evaluated by an Evaluation Committee. Points possible are as follows:

	EVALUATION CRITERIA	Points
1	Qualifications and Experience	30
2	Project Staffing	30
3	Project Approach	20
4	Proposal Organization and Readability	20
5	References Not Scored	0
6	In-Person Interviews	Pass/Fail
	TOTAL POINTS	100

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

D.4.3 Additional Rounds of Evaluation. The County may conduct additional rounds of evaluation if in the best interest of the County. Additional rounds of evaluation may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

If the County elects to conduct additional round(s), the County shall provide written notice to all Proposers describing the next step. At any time, the County may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

SECTION E – AWARD AND NEGOTIATION

E.1 Award Consideration. The County, if it awards a Contract, shall award a Contract to the highest ranking Responsive and Responsible Proposer(s) based upon the scoring methodology and process described herein. The County may award less than the full Scope defined in this RFP.

E.2 Intent-To-Award Announcement. The County will notify all Proposers in writing that the County intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The County reserves the right to announce its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all Proposers that the County intends to make an award.

E.3 Negotiations. The County and the selected Proposer(s) shall mutually discuss and refine the scope of services for the project [pursuant to Section C.4] and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services requested. The compensation level paid for the services provided must be reasonable and fair to the County as determined solely by the Linn County Board of Commissioners.

E.4 Insurance Required. The selected Proposer(s) shall provide all required proofs of insurance to the County within fifteen (15) calendar days of notification of intent to award. Failure to present the required documents within the thirty (30) calendar-day period may result in offer rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Exhibit C prior to offer submission.

SECTION F – PROTEST PROCEDURES

F.1 Solicitation Protests.

A Proposer may protest terms and conditions of this RFP pursuant to LCPR 137-048-0240(1). An Offeror must deliver a written protest to the POC provided in Section B.3 not less than seven (7) days prior to the closing date. Each protest and request for change must include the reasons for the protest or request and any proposed changes to the RFP provisions or specifications. The County is not required to consider an Offeror's request for change or protest after the deadline.

F.2 Contract Award Protests.

F.2.1 Contract Award Protests Generally. An adversely affected or aggrieved Proposer may submit a written protest of the County's selection of a consultant for award of a contract in accordance with LCPR 137-048-0240(2). In order to be an adversely affected or aggrieved Proposer, the Proposer must show that they are the actual highest-ranked Proposer because all other higher-ranked Proposers failed to meet the requirements of the RFP, or because the higher-ranked Proposers otherwise are not qualified to perform the services requested under this RFP.

F.2.2 Contract Award Protest Deadline. Proposers will have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must be addressed to the POC provided in Section B.3. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final contract award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

F.3 Response to Protests.

The County will respond in writing to protests submitted by adversely-affected or aggrieved Proposers within a reasonable time following the County's receipt of the protest. Once resolved, the County will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, the County shall revise the RFP accordingly and will re-advertise the RFP in accordance with LCPR 137-048.

SECTION G – MISCELLANEOUS TERMS AND CONDITIONS

G.1 Costs of Proposals. Responses to this RFP do not commit the County to pay any costs incurred by any Proposer in the submission of a Proposal. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.

G.2. Addendum. Any change to this RFP shall be made by written addendum. The County is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any.

G.3 Cancellation. The County reserves the right to cancel this RFP solicitation or award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Linn County's best interest. In no event shall the County have any liability for the cancellation of award.

G.4 Disputes. In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the County shall be final and binding upon all parties.

G.5 Publicity. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of the County.

G.6 Conflict of Interest. A Proposer submitting a proposal thereby certifies that no officer, agent or employee of Linn County who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any

undisclosed person or firm.

G.7 Collusion. A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Linn County has a financial interest in its Proposal; that its Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

G.8. Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the County (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

The County will not make any payment until the County has a properly completed W-9.

G.9 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

G.10 Additional Reservations. The County reserves the right to:

- Waive any irregularities of informalities in any Proposals
- Extend the deadline for submission of Proposals
- Accept the proposal deemed to be the most beneficial to the public and Linn County
- Negotiate and accept, without advertising the RFP, the proposal of any other offer in the event that an agreement cannot be successfully negotiated with the selected Proposer.

ATTACHED EXHIBITS

- Exhibit A: Scope of Work
- Exhibit B: Sample Contract for Services
- Exhibit C: Affidavit of Trade Secret
- Exhibit D: Proposer Information and Certification Sheet

EXHIBIT A – Scope of Work

Owner’s Representative Services for Crisis Stabilization Center

Scope of Services

1. Design Phase

- a. Serve as the primary liaison between the Agency and the A/E team.
- b. Participate in weekly or biweekly meetings as required by the Owner. Take and provide minutes for these meetings within three (3) days of meeting’s conclusion.
- c. Review and provide feedback on conceptual designs, schematic designs, and design development documents.
- d. Ensure the design aligns with the Agency’s goals, budget, and regulatory requirements.
- e. Monitor the A/E team’s progress to ensure adherence to the project schedule.
- f. Facilitate design review meetings and document decisions.
- g. Verify that plans meet all applicable codes, standards, and funding stipulations.

2. Procurement Phase

- a. Assist in the preparation of bid documents, ensuring clarity and compliance with funding and legal requirements.
- b. Support the Agency in the bidding process, including evaluating bids and recommending contractors.
- c. Coordinate pre-bid meetings and respond to bidder inquiries.

3. Construction Phase

- a. Oversee construction progress to ensure adherence to design specifications and quality standards.
- b. Review contractor submittals, RFIs, and change orders in collaboration with the A/E team.
- c. Monitor the construction schedule and budget, identifying and addressing potential delays or cost overruns.
- d. Conduct regular site visits to assess construction quality and compliance.
- e. Assist owner with approving progress payments
- f. Participate in weekly or biweekly meetings as required by the Owner. Take and provide minutes for these meetings within three (3) days of meeting’s conclusion.
- g. Facilitate communication among the contractor, A/E team, and the Agency.
- h. Ensure the project meets all funding and regulatory requirements.

4. Closeout Phase

- a. Conduct final walkthroughs to confirm project completion in accordance with design and quality standards.
- b. Review and approve final punch lists.
- c. Ensure the delivery of all closeout documents, including as-built drawings, warranties, and operations manuals.
- d. Coordinate final inspections and approvals from regulatory authorities.
- e. Provide a final project report summarizing outcomes, challenges, and recommendations.

EXHIBIT B - SAMPLE SERVICE CONTRACT

CONTRACT FOR A&E SERVICES
(Pursuant to Resolution & Order No. 202X-XXX)

THIS CONTRACT is made and entered into by and between **LINN COUNTY**, a political subdivision of the State of Oregon, (the "County"), of P.O. Box 100, Albany, Oregon, 97321, and **NAME OF BUSINESS**, of **Address, City, State, Zip**, (the "Consultant"), whose Federal Employer Identification No. is **XXX**.

BRIEF PROJECT DESCRIPTION: **Project Name** (hereinafter referred to as the "Project")

TOTAL NOT-TO-EXCEED AMOUNT: \$

WHEREAS, The County requires the work and services described herein, and the Consultant is willing, skilled, and agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of the Contract.** This Contract shall be effective and services required hereunder shall commence on the date the Contract is executed by both parties, or on **[day/ month]**, whichever is sooner, and shall terminate on **[day/month]**, unless otherwise terminated or extended as provided herein.
2. **Consideration.**
 - a. Not to Exceed. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Consultant a sum not to exceed \$**XX**. Payment for all services performed hereunder, including reimbursable expenses as provided below, shall not exceed this amount.
 - b. Invoicing. On or before the 15th of each month, the Consultant shall submit an invoice for work performed by the Consultant during the preceding month. The invoice shall set out all items for payment including, but not limited to: the name of the individual, direct labor hourly rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if any. Where applicable, the Consultant shall stamp and approve all subcontractor invoices. The County shall pay the Consultant within 30 days following the date the invoice is received. The County shall make payments only after the County's receipt and approval of (i) the Consultant 's detailed monthly invoice, and (ii) all documentation required by the invoice.
 - i. All invoices shall be sent to **(electronic invoicing permitted):**
[INSERT DEPARTMENT HEAD]
 - c. Hourly Rates & Reimbursable Expenses.
 - i. The hourly rates for all services executed hereunder shall not exceed the following:
 - (1) **[INSERT HOURLY RATES BY TITLE/ROLE ON PROJECT]**

- ii. The following expenses shall be reimbursed without mark-up:
 - (1) [INSERT ALL REIMBURSABLE EXPENSES, i.e. travel, office supplies, printing, etc.]
- 3. **Statement of Work.** The Consultant agrees to perform the following services to the satisfaction of the County:
 - a. [INSERT DELIVERABLES FOR EACH PHASE (i.e. Pre-Design, Schematic Design, Design Development, Construction Documents, and Contract Administration), PERSONNEL, AND OTHER REQUIREMENTS DIRECTLY HERE OR INSERT THE FOLLOWING LANGUAGE IF USING AN EXHIBIT] The Consultant shall abide by and conform to all obligations asserted by the Consultant in their proposal, attached hereto as Exhibit A and incorporated herein.
- 4. [OPTIONAL] **Electronic Format.** The Consultant shall perform the services required herein and prepare all documents under this Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Consultant shall deliver to the County, upon request, electronic versions of the documents via USB drive, DVD, or CD in an unencrypted format.
- 5. **Standard of Care.**
 - a. The Consultant shall perform all services required hereunder in accordance with the same professional skill, care, diligence, and standards as other professionals performing similar services under similar conditions (the "Standard of Care".)
 - b. The Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables, and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant.
 - c. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables, and other documents prepared by the Consultant at no additional cost to the County.
 - d. The County's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance by the County will not relieve Consultant of any responsibility for complying with the Standard of Care.
 - e. During the term of the Contract, the Consultant shall obtain, hold, maintain, and fully pay for all licenses and permits required by law for the Consultant to conduct its business and perform the services required hereunder. The Consultant shall review the Project site and the nature of the services to be provided and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.
 - f. The Consultant shall make available key personnel of the Consultant, as identified by Consultant in their proposal. Without prior notice to, and the written consent of, Owner, the Consultant shall not re-assign or transfer any key personnel to other duties or positions so that the key personnel are unable to fully perform his or her responsibilities under the Contract. The Consultant shall remove any individual or sub-consultant from the Project if so directed by the County in writing following discussion with the Consultant, provided that the Consultant shall have a reasonable time period within which to find a suitable replacement.

- g. The Consultant shall, at no additional cost to the County, render assistance to the County in resolving problems or other issues relating to the Project design or to specified materials.
6. **Declaration of the Nature of the Contractual Relationship.** The Consultant is an independent contractor and not an employee of or agent of the County. The County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Consultant.
7. **Hours of Labor; Compliance with Pay Equity Provisions.**
- a. Pursuant to ORS 279B.235(a), no person shall be employed by the Contractor under this Contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for work performed on any legal holiday as specified in ORS 279B.020. This requirement does not apply to employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - b. Pursuant to ORS 279B.235(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
8. **Ownership of Work Product.** All work product produced by the Consultant under this Contract is the exclusive property of the County. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork, and any data or information in any form. The Consultant and the County intend that such Work Product shall be deemed "work made for hire" of which the County shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the County all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. The Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the County. The Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. Notwithstanding the foregoing, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of the Consultant are and will remain the exclusive property of the Consultant.
9. **Workers' Compensation Provisions.**
- a. The Consultant may employ workers, and if the Consultant employs workers, the Consultant shall obtain and at all time keep in effect Workers' Compensation insurance. The Consultant represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through **[INSERT INSURANCE PROVIDER]**, Policy No. **XX**.
 - b. The parties hereto specifically agree that this Contract will render the Consultant and the Consultant's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the Consultant or the Consultant's employees.

- c. The Consultant knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. The Consultant agrees that all employers, working under this Contract, including but not limited to the Consultant, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. The Consultants who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the Consultant was a subject worker under ORS 656.027.

10. Indemnification. To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the Consultant shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the Consultant, its officers, agents, or employees performing under this Contract. The Consultant shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the services under this Contract.

a. **Granting of Authority Required.** Neither the Consultant nor any attorney engaged by the Consultant shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Consultant settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.

11. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.

12. Insurance.

a. **General Liability.** The Consultant shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Consultant. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements **[INCREASE LIMITS AS NECESSARY - HIGHER RISK PROJECTS MAY REQUIRE \$2M AND \$4M LIMITS]**:

- (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
- (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.

ii. The Consultant has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.

b. **Automobile Liability.** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile

Liability"). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements **[INCREASE LIMITS AS NECESSARY - HIGHER RISK PROJECTS MAY REQUIRE \$2M AND \$4M LIMITS]**:

- (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
- ii. The Consultant has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.
- c. **Professional Liability.** The Consultant shall maintain Professional Liability and/or Errors & Omissions Insurance to cover damages caused by negligent acts, errors or omissions related to the professional services and/or performance of duties and responsibilities of the Consultant under this Contract. Professional Liability Insurance shall include the following minimum limits **[INCREASE LIMITS AS NECESSARY - HIGHER RISK PROJECTS MAY REQUIRE \$2M AND \$4M LIMITS]**:
 - (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
- ii. The Consultant has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.
- d. **[OPTIONAL FOR ENVIRONMENTAL CONSULTANTS] Pollution Liability.** The Consultant shall maintain Pollution Liability Insurance to cover damages caused by either sudden or gradual accidental pollution, including related cleanup costs, related to the professional services and/or performance of duties and responsibilities (including transportation risk) performed by Consultant under this Contract. Pollution Liability Insurance shall include the following minimum limits **[INCREASE LIMITS AS NECESSARY - HIGHER RISK PROJECTS MAY REQUIRE \$2M AND \$4M LIMITS]**:
 - (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$2,000,000** to all claimants, for any number of claims, arising out of a single accident or occurrence.
- ii. The Consultant has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.
- e. **[OPTIONAL IF ADDITIONAL INSURANCE REQS FROM STATE/FEDS APPLY] Compliance with Exhibit X.** In addition to the requirements contained in paragraph (vi) of this section, Contractor shall comply with the provisions of Exhibit **X**'s Provider Insurance Requirements, which provides certain additional requirements with respect to the inclusion of the State as an additional insured, additional endorsements, and/or "tail" or "claims made" coverage requirements.
 - i. In the event of any inconsistency between this Contract and Exhibit **X**, the Consultant shall obtain insurance in an amount not less than the higher of the two insurance coverage requirements.
 - ii. The Consultant shall permit the County to monitor compliance with the insurance requirements and take reasonable steps to enforce compliance with the insurance provisions contained in this Contract and Exhibit **X**, in accordance with Exhibit **X**.

f. **General Insurance Provisions.**

- i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
- ii. Insurance coverage shall apply on a primary and non-contributory basis.
- iii. Prior to commencing services, the Consultant shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Consultant's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Consultant or its insurer to the County. If requested, the Consultant shall provide complete copies of insurance policies to the County.

- g. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the Consultant shall immediately notify County orally and in writing within three (3) business days.

13. **Termination.**

- a. **The County's Termination for Convenience.** The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Consultant with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Consultant shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

- b. **The County's Termination for Cause.** The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Consultant at the Consultant's address provided herein, specifying the cause:

- i. The Consultant breaches any of the provisions of this Contract. The Consultant shall be liable for any and all damages suffered by the County as the result of the Consultant's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - (1) In the event of breach for unsatisfactory performance or nonperformance, the Linn County Board of Commissioners is the sole judge of the Consultant's unsatisfactory performance or nonperformance.
- ii. The Consultant no longer holds all licenses or certificates that are required to perform the services required under this Contract;
- iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Consultant's services; or

- iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or the County is prohibited from paying for such services from the planned funding source.
 - c. **The Consultant's Termination for Cause.** The Consultant may terminate this Contract for cause if the County fails to pay the Consultant pursuant to this Contract. The Consultant may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Consultant's notice, or such longer period as the Consultant may specify in such notice.
 - d. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The County may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.
- 14. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 15. **Records Maintenance; Access.** The Consultant shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Consultant's performance hereunder. The Consultant acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Consultant for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 16. **Assignment; Delegation; Successors.** The Consultant shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Consultant of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Consultant's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
- 17. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 18. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions 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.

19. **Compliance with Applicable Laws.** The Consultant shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
20. **Compliance with ORS 279B.220.** For all services provided under this Contract, the Consultant shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Consultant or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Consultant does not pay promptly any claim that is due for the services furnished to the Consultant by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Consultant under this Contract. The County's payment of a claim does not relieve the Consultant or its surety, if any, from their obligations for any unpaid claims.
21. **Foreign Contractor.** If the Consultant is not domiciled in or registered to do business in the State of Oregon, the Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Consultant has met this requirement.
22. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Consultant hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
23. **Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
 - a. **The County's Contact Information.**
[contact name, title, address, phone, email]
 - b. **The Consultant's Contact Information.**
[contact name, title, address, phone, email]

- 24. **Tax Certification.** The individual signing this Contract on behalf of the Consultant certifies under penalty of perjury both individually and on behalf of the Consultant that he or she is authorized to act on behalf of the Consultant and that the Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
- 25. **Compliance with ORS 25.790.** The County must comply with ORS 25.790 and report the Division of Child Support of the Department of Justice the engagement or reengagement of an independent contractor, along with the independent contractor's name, address, and social security number. For purposes of ORS 25.790. An independent contractor means an individual who must file a federal form W-9 under the Internal Revenue Code and who is anticipated to be performing services for more than 20 days. Before performing any services under this contract, the Contractor, if an independent contractor as defined in ORS 25.790, must provide the County a completed W-9 with the Contractor's name, address, and social security number.
- 26. **Order of Precedence.** In the event of a conflict or inconsistency between these terms and conditions and an exhibit attached hereto, these terms and conditions shall control.
- 27. **Counterparts.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
- 28. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions. Each person signing this Contract represents and warrants to have the authority to execute this Contract.

CONSULTANT

**BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY**

Signature

Roger Nyquist, Chair

Name, Typed or Printed

William C. Tucker, Vice Chair

Title

Sherrie Sprenger, Commissioner

Date

Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Dept Head Name
Linn County (title)

Attorney Name
Deputy/County Attorney for Linn County

EXHIBIT C
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 _____ (the "Proposal"), to Linn County in response to Request for Proposals HE 25-0001 for Owners Representative Services for Crisis Stabilization Center Renovation 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 have and read and understand the provisions provided in Section D.2.5 of the RFP, and I agree to be bound by those terms. I further 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 Public for the State of _____

My Commission Expires: _____

**EXHIBIT D
PROPOSER INFORMATION AND CERTIFICATION SHEET**

Legal Name of Proposer: _____

Address: _____ **City, State, Zip:** _____

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

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

Federal Employer Identification No.: _____

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 Exhibit C and as modified by any Addenda.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 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 State, 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 State 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 found in Exhibit C and at the time of Contract execution.
12. If any Amendments are issued in connection with this RFP, Proposer has received and duly considered such Amendments, and acknowledges and agrees to the terms of all such Amendments as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)