



**MORROW
COUNTY**
ESTABLISHED 1885

**REQUEST FOR PROPOSAL
FOR
Vehicle Up-fitting Services**

FOR

Morrow County

Procurement Number: 2025-60-PR

MORROW COUNTY

Sandi Pointer
215 NW Main Ave.
Irrigon, OR 97844

DUE JUNE 26, 2025

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INTRODUCTION

Morrow County is seeking qualified vendors to provide vehicle upfitting services on a Time and Materials (T&M) basis. The selected vendor(s) will provide complete installation services for vehicles based on the County's provided specifications. The evaluation will be based on a combination of technical quality, experience, qualifications of the proposed team, and competitive pricing. Pricing will be evaluated based on proposed labor rates and materials markup percentage, using a sample vehicle and component list provided in this RFP.

Separate work orders will be developed for each County project. The County reserves the right to select a different contractor for these County projects if it is in the best interest of the public to do so.

Section 1: RFP Submittal and Closing Date

One copy of the RFP must be received no later than 2:00 PM, JUNE 26, 2025 local time on RFPs may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFPs not in compliance with Section 4 will be considered non-responsive. RFPs must be addressed to the following:

Risk and Procurement Manager: Sandi Pointer

Address: 215 NE Main Ave.
Irrigon, OR 97844

Email: spointer@morrowcountyor.gov

Phone: 541-989-8166 **Cell:** 541-371-6914

Additional information is available at the County Website:

<https://www.co.morrow.or.us/rfps>

It is the responsibility of each bidder to independently verify all site conditions prior to submitting a proposal and to regularly check the Morrow County website for any addenda, clarifications, or updates to this RFP. All documents related to this Request for Proposals (RFP) are available on the Morrow County website under the Bids & RFPs tab: <https://www.co.morrow.or.us/rfps>.

Section 2: Inquiries

- 2.1** Questions that arise prior to the RFP deadline shall be addressed to the following:

Risk and Procurement Manager: Sandi Pointer

Email: spointer@morrowcountyor.gov

Phone: 541-989-8166 **Cell:** 541-371-6914

All information on the County website: <https://www.co.morrow.or.us/rfps>

- 2.2** Contractors shall submit all questions in writing to Sandi Pointer at spointer@morrowcountyor.gov no later than seven (7) days prior to the RFP submittal deadline. Substantive questions and their corresponding answers will be distributed to all recipients of the RFP to ensure consistent communication and transparency.

It is the responsibility of all bidders to monitor the Morrow County website for any addendums, updates, or clarifications to this RFP. All updates will be posted at www.morrowcountyor.gov . Failure to review posted updates may result in disqualification or incomplete submissions.

Section 3: General Statement of Work and Delivery Schedule

3.1 General Work Statements

The awarded vendor(s) will be responsible for the installation and integration of equipment and components for vehicles as outlined in this RFP. Work will include, but is not limited to, the following:

1. Installation of emergency lights and sirens
2. Mounting of radios, consoles, and computer docking systems
3. Installation of in-vehicle cameras
4. Wiring of electrical systems, switches, and relays
5. Installation of cages, partitions, and weapon mounts
6. Headache Rack Mounting Kit
7. Truck beds or bodies
8. Utility/cargo boxes
9. Amber LED Strobe Light
10. Flat Tow Wirig Kit
11. Radios & communication systems

3.2 Contractor's Responsibilities

The Contractor will provide upfitting services for various County projects, which may include general contracting tasks as required. For each individual project, a detailed Scope of Work will be issued outlining the specific requirements. Services may include, but are not limited to, interior modifications, installation of fixtures and equipment, partition adjustments, mechanical and electrical upgrades, and other related improvements necessary to meet the functional needs of the space.

Section 4: RFP Content Requirements

4.0 Fee Schedule

Proposals will be evaluated for a Time and Materials (T&M) contract with the following pricing components:

- Labor: Hourly rate for all upfitting services.
- Materials: Cost plus a percentage markup (%).

4.1 Contractor's Capabilities/Experience/References

Outline the contractor's capabilities and experience with regard to the requested services. The response should address the following:

- Experience with similar projects (Provide references).
- Equipment available.
- Response time.

4.2 Project Team

Outline the contractor's personnel who would work with the County. The response should also address the following:

- Extent of principal involvement.
- Names of key members who will be performing the work on these projects and their responsibilities. Unless otherwise agreed the successful respondent shall be responsible for the performance of any subcontractor. The contractor will ensure that any subcontractors abide by all terms and condition of the contract.
- Qualifications and relevant individual experience, including subcontractors.
- Certificate of Insurance: commercial liability insurance and workers compensation insurance will need to be presented when the contract is awarded.

4.3 Method of Approach

Briefly describe your approach to working with the County on vehicle upfitting projects. Include how you coordinate with staff to confirm specs, manage equipment installation, handle changes, and ensure timely, high-quality delivery.

4.4 Understanding of Requested Services and Local Area Factors

Outline the contractor's understanding of the requested vehicle upfitting services and how proximity to Heppner and local factors may impact project execution. The response should address relevant experience and familiarity with regional considerations such as supply chain availability for upfitting components, local labor resources, weather-related delivery or installation challenges, and proximity to County facilities. Highlight how these factors are managed to ensure timely, consistent, and high-quality upfitting services.

Section 5: Proposal Evaluation and Contractor Selection

5.1 Evaluation Process

Proposals will first be reviewed for basic eligibility. Qualified submissions will then be evaluated and scored by a review committee. The County may move forward with contract negotiations or request additional information. The process may be canceled at the County's discretion if deemed in the public interest.

5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Technical approach (30 points): Methodology and process for upfitting, quality control measures, compliance with safety standards, scheduling and management that you currently follow.

Price - Proposed labor rates and material markup (30 points): Attachment A will need to be completed.

Availability of Labor and Equipment (10)

Team Method and ability to complete similar projects (15 points): List certifications, experiences, facilities and staffing plan.

Proximity and Local Understanding (15 points): Consideration will be given to contractors located near Heppner, OR, or who demonstrate strong familiarity with the area, community, or conditions. This includes responsiveness, reduced mobilization time, and demonstrated commitment to serving the region.

Criteria	Maximum Score
A. Technical Approach	30
B. Price proposed labor rates and material	30
C. Labor & Equipment Availability	10
D. Team Method of Approach	15
E. Proximity and Local Understanding	15
	<hr/> 100

Section 6: General Information

- 6.1** The County may require any clarification or change it needs to understand the selected contractor's project approach.
- 6.2** The successful contractor must have Worker's Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3** The County reserves the right to reject any or all proposals and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
- 6.4** The County reserves the right to cancel this RFP upon a good cause.
- 6.5** The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6** The selected general contractor will be required to assume responsibility for all services outlined in the RFP, whether the contractor or a subcontractor produces them.

Section 7: Term of Contract and Renewal Option

The County intends to award a two-year (24 months) contract to the selected vendor(s) to provide vehicle upfitting services on a Time and Materials (T&M) basis as specified in this RFP.

Optional Renewal: Upon mutual written agreement between the County and the Contractor, the contract may be renewed for up to one (1) additional year, subject to the same terms, conditions, and pricing unless otherwise negotiated and agreed upon in writing by both parties.

Contract Termination: The County reserves the right to terminate the contract for convenience, without cause, by providing a 30-day written notice to the Contractor. Additionally, failure to perform in accordance with agreed terms may result in contract termination for cause, following an opportunity for corrective action.

Adjustments to Pricing: Any request for adjustments to labor rates or material markup for the renewal term must be submitted to the County for review and approval at least 60 days prior to the expiration of the initial contract term. Such requests must include adequate justification and supporting documentation (e.g., labor cost increases, materials inflation).

The County reserves the right to reject any or all proposals, to waive informalities or irregularities in any proposal received, and to accept any portion of a proposal or all

items proposed if deemed in the best interest of the County.

Section 8: Insurance Requirements

The selected vendor shall provide a current Certificate of Liability Insurance naming Morrow County as an additional insured. The certificate must include the following minimum coverage levels:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: As required by Oregon law

The Certificate must be submitted prior to contract execution and must remain valid for the duration of the contract; updated certificates must be submitted upon renewal or policy changes.

Attachment A: Bid Form – Pricing Submission

All bidders are required to complete and submit the Bid Form as part of their proposal. This form will be used to evaluate proposed labor rates, material markup, and overall cost estimate for the sample vehicle upfitting. A list of vehicle components follows.

If there are any additional costs, pricing assumptions, or relevant details not captured in the Bid Form, bidders are encouraged to include a supplemental pricing explanation or notes section to ensure full transparency and consideration during evaluation.

Description	Estimated Hours/Quantity	Unit Cost / Rate	Markup % (if applicable)	Extended/ Total Cost
Labor for complete upfit installation				
Materials/Parts (before markup)				
Materials/Parts (after applying markup)				
Other (please specify, attach <i>additional sheet if needed</i>)				
TOTAL ESTIMATED COST				

*Additional lines may be added as needed.

Submitted By: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Date: _____

Signature: _____

Submit required licenses, insurance, and certifications.

Attachment B: Sample Patrol Vehicle and Component List

The following represents a sample vehicle and component list that all bidders must use when preparing their pricing submissions. This list outlines a typical patrol vehicle build and should be used to estimate labor and material costs under the proposed Time & Materials pricing structure.

Please note that this is only a representative example—additional items or components may be added at any given time based on specific project needs. Bidders should account for potential modifications or expansions to the scope when submitting their proposals.

- (10) Surface mounted Red/Blue warning lights (SoundOff Signal)
- 48" Lightbar with vehicle-specific brackets (SoundOff Signal)
- Vehicle-specific Console (Havis) including:
 - Accessory tray
 - Cup Holders
 - Armrest
 - Radio Mounting plate
 - Siren control mounting plate
 - (2) Magnetic Mic clips
 - Computer docking mount
 - Computer Docking cradle
 - Computer Docking swivel post
 - Filler Plate for extra space left in console
 - Vehicle Specific Transport Cage (Setina) including:
 - DXL Front Partition
 - Rear Partition
 - Replacement Transport Seat
 - Vehicle Specific Window Barrier for Driver and Passenger side
- Siren/Lighting Control System (Sound off Signal) including:
 - Remote Mount control Head
 - 15 foot CAT5 cable
 - RJ45 Splitter
 - RJ45 Coupler
 - 5 Foot CAT5 Cable
 - Remote Output module
 - Remote Output Module Harness
 - Vehicle Wiring Harness for Lighting/Siren control
 - Vehicle Interface module
 - Police Interface Module
- 100 Watt Siren speaker (Soundoff Signal) with Vehicle Specific Mounting Kit
- 3" Red/White Dome Light
- (2) 3-way rocker switches
- Voltage sensing Timed ignition Relay

- 12 function fuse terminal block
- Circuit Breaker Disconnect
- Taillight Flasher Module
- AR Locking mount (Santa Cruz)
- Shotgun Locking mount (Santa Cruz)
- UHF Radio (Tait TM9400)
- Sharkfin Low Profile Antenna with:
 - 15 foot cable for UHF Radio
 - 15 foot cable for LTE Internet
 - 15 foot cable for GPS antenna
 - UHF Radio Whip
- Stalker Dual DSR Radar with:
 - Vehicle Specific Receiver mount
 - Vehicle Specific Front Antenna Mount
 - Vehicle Specific Rear Antenna Mount
 - (2) Undercover Flush Mount Red/Blue LED lights
- (4) Window Shroud mounts for LED Lights with Mounting Plate
- 15 foot CAT5 Cable
- 10 foot CAT5 Cable
- RJ45 Bulkhead Coupler
- Streamlight Flashlight with Charging Dock
- LTE Modem
- Set Stop Sticks

Attachment C: Sample Road Department Truck Component list

The following represents a sample vehicle and component list that all bidders must use when preparing their pricing submissions. This list outlines a typical patrol vehicle build and should be used to estimate labor and material costs under the proposed Time & Materials pricing structure. Please note that this is only a representative example—additional items or components may be added at any given time based on specific project needs. Bidders should account for potential modifications or expansions to the scope when submitting their proposals.

- Cab Guard Headache Rack with Mount Kit
- 85 Gallon Combo Aluminum Tank (Black)
- GPI Transfer Tank Pump, 12V, 15 GPM, Auto-On
- Amber LED Strobe Light
- Nilight 3" Square LED Pod Lights, 1500 Lumens
- Blue Ox Pintle Tow Bar (Allure)
- Blue Ox Baseplate (Ford F-150)
- Blue Ox Flat Tow Wiring Kit
- 4 Bank Switch Panel (Accessory Control)
- Installation of cab rack, tank, pump, and lighting
- Installation of tow bar and tow bar wiring kits

ADVERTISEMENT

Request for proposals (RFP) Vehicle Upfitting Services

Morrow County, Oregon

Morrow County is seeking the services of qualified vendors to provide Patrol and Road Department vehicle upfitting services on a Time and Materials (T&M) basis. The selected vendor(s) will provide complete installation services for vehicles based on the County's provided specifications. The evaluation will be based on a combination of technical quality, experience, qualifications of the proposed team, competitive pricing, and the vendor's proximity to Morrow County and familiarity with local conditions. Pricing will be evaluated based on proposed labor rates and materials markup percentage, using a sample vehicle and component list provided in this RFP.

- Technical Approach.
- Price-Proposed labor rates and material markup.
- Relevant Experience and Qualifications.
- Teams ability to complete similar projects.
- Proximity and Local Factor

Copies of the Request for Proposals may be obtained from visiting the Morrow County Website <https://www.co.morrow.or.us/rfps>. Complete proposals will be accepted at 215 NW Main Ave. Irrigon, OR 97844 no later than 2:00 PM, June 26, 2025, Any questions or concerns may be addressed to Sandi Pointer, spointer@morrowcountyor.gov.

MORROW COUNTY

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment 2 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in County and that are acceptable to County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other County's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-County subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance Covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation required under this Contract must include an additional insured endorsement specifying Morrow County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. As proof of insurance, County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

COUNTY ACCEPTANCE:

All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Attachment

Morrow County Services Contract

This contract is between MORROW COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and **ENTITY NAME AND TYPE**, hereafter called Contractor.

1.0 Effective Date and Duration

1.1 This contract is dated and shall become effective on **EFFECTIVE DATE**

1.2 This contract shall expire, unless otherwise terminated or extended, on **END DATE**.

1.3 Contract termination or expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to any default or defect in performance that has not been cured by the other party.

2.0 Contract Documents

This contract includes the attached Exhibit A (Statement of Work), Exhibit B (Required Insurance), and **Exhibit C (Grant agreement)**, which are by this reference made a part of the contract.

3.0 Notice

Except as otherwise expressly provided in this contract, any communications between the parties or notices to be given under this contract shall be given in writing by personal delivery, or mailing the same, postage prepaid, to Contractor and County at the address set forth in this Contract, or to such other address numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

4.0 Statement of Work

4.1 Contractor shall perform the statement of work as set out in Exhibit A in accordance with the terms and the conditions of this contract.

4.2 The delivery schedule for the work is identified in Exhibit A.

5.0 Consideration

5.1 County agrees to pay Contractor not to exceed the sum of \$ for accomplishment of the work, which includes any allowable expenses. Payments are anticipated to be paid monthly on an equal basis over the term of the contract.

5.2 If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

5.3 Contractor shall submit one monthly billing for work performed. The billings shall describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed and that this contract requires the County to pay.

5.4 Contractor shall not be compensated for work performed under this contract by any other Department of Morrow County.

5.5 Contractor shall be responsible for all federal or state taxes or retirement pension benefits applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, retirement pension benefits, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6.0 Independent Contractor

6.1 Contractor shall perform all work as an independent contractor. The County reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, the County may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal for which Contractor currently performs work would prohibit Contractor's Work under this contract.

6.3 Contractor is not an officer, employee, or agent of County as those terms are defined in ORS 30.265.

7.0 Funds Available and Authorized

7.1 The County certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract.

7.2 Contractor understands and agrees that County's payment of amounts under this contract is contingent on County receiving funding from the State of Oregon and appropriations sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. If funds are not available the County may terminate this contract as provided in paragraph 11.4.

8.0 Indemnity.

8.1 GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

8.2 INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF PARAGRAPH 8.1, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD COUNTY AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO COUNTY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE COUNTY'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT COUNTY SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

9.0 Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws and ordinances applicable to this contract.

10.0 Records

10.1 Contractor shall maintain all financial records relating to this contract in accordance with generally accepted accounting principles, and any other records

pertinent to this contract in such a manner as to clearly document Contractor's performance.

10.2 County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the Contractor that are pertinent to this contract for the purpose of making audit, examination, excerpts and transcript.

10.3 Contractor shall retain and keep accessible all records for such period as required by applicable law following final payment and termination of this contract.

11.0 Default and Termination

11.1 Time is of the essence under this contract.

11.2 Default by Contractor.

(1) Contractor shall be in default under this Contract if:

(A) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(B) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified, or so fails to pursue the work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(2) County's Remedies for Contractor's Default. In the event Contractor is in default under this Paragraph 11.2, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(A) Termination of this Contract under Paragraph 11.4;

(B) Withholding all monies due for work and work products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(C) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(D) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order.

11.3 Default by County.

(1) County shall be in default under this Contract if:

(A) County fails to pay Contractor any amount pursuant to the terms of this contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(2) Contractor's Remedies for County's Default. In the event County terminates the Contract under paragraph 11.4, or in the event County is in default under this paragraph 11.3 and whether or not Contractor elects to exercise its right to terminate the Contract under paragraph 11.4, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 82.010; and (b) with respect to deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 11.3, Contractor shall pay immediately any excess to County upon written notice sent in accordance with paragraph 3.0.

11.4 Termination.

(1) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;

(B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the work or work products; or

(C) Immediately upon written notice if federal or state laws,

regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the work or work products under this Contract is prohibited or County is prohibited from paying for such work or work products from the planned funding source.

(2) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

(A) Contractor is in default under paragraph 11.2 because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under paragraph 11.2 because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor is in default under paragraph 11.2 because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to County as provided below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under paragraph 11.3 because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County is in default under paragraph 11.3 because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and

County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

11.5 Return of Property. Upon termination of this Contract for any reason, Contractor shall immediately deliver to County all of County's property (including any work or work products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

11.6 Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

11.7 In any suit or action of any type arising under this contract, each party shall pay its own attorney fees and costs.

11.8 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

12.0 Force Majeure

Neither party shall not be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, and war, which is beyond the party's reasonable control. Contractor 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.

13.0 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

14.0 Assignments and Successor Interests

14.1 Contractor shall not enter into any subcontracts for any work scheduled under this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

14.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

15.0 Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

16.0 Controlling Law/Venue

16.1 The provisions of this contract shall be governed and construed in accordance with the provisions of the law of the State of Oregon.

16.2 Venue for any action or suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Morrow County, Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

17.0 Contractor Data and Certification

17.1 Contractor Tax Identification Information. Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing):

Address:

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No

Business Designation (check one):

☐ Professional Corporation ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other Non-Profit Corporation

Federal Tax ID#

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

17.2. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

- (a) The number shown on this form is Contractor's correct taxpayer identification;
- (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- (c) The person signing this document is authorized to act on behalf of Contractor and has the authority and knowledge regarding Contractor's payment of taxes and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue;
- (d) Contractor is an independent contractor as defined in ORS 670.600; and
- (e) The supplied Contractor data is true and accurate.

17.3 CONTRACTOR, BY SIGNING THIS CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Contractor:

CONTRACTOR NAME

Signature

Date

Title:

MORROW COUNTY

OWNER: MORROW COUNTY BOARD OF COMMISSIONERS

By: _____
David Sykes, Commissioner Chair

Date: _____

By: _____
Jeff Wenholtz, Commissioner

Date: _____

By: _____
Gus Peterson, Commissioner

Date: _____

**EXHIBIT A
STATEMENT OF WORK**

INSERT SCOPE OF WORK CONTRACTOR IS TO PERFORM

Contractor shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

SAMPLE CONTRACT

EXHIBIT B

Insurance Requirements

Contractor shall: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before Contractor performs under this contract, and ii) maintain the insurance in full force throughout the duration of this contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County may enforce contractor compliance with the insurance requirements and may take any reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating this contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS.

(1) WORKERS COMPENSATION.

Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

(2) PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under this contract, with limits not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

(3) COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under this agreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than 2,000,000.

(4) AUTOMOBILE LIABILITY

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance must include the County, their officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE.

If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this agreement, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all work required under this agreement or, (ii) the expiration of all warranty periods provided under this agreement.

CERTIFICATE(S) OF INSURANCE. Contractor shall provide a certificate(s) of insurance for all required insurance before the contractor performs under this contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

NOTICE OF CHANGE OR CANCELLATION. The Contractor or its insurer must provide at least 30 days' written notice to the County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).