



**DESCHUTES COUNTY, OREGON**

**Deschutes County Fair & Expo**

**REQUEST FOR PROPOSALS  
(FOR ELECTRONIC SUBMISSION)**

**MARKETING SERVICES FOR DESCHUTES COUNTY FAIR & EXPO AND  
THE ANNUAL DESCHUTES COUNTY FAIR & RODEO FOR 2024-2026**

**PROPOSALS DUE:**

**4:00pm, local time  
Friday, March 22<sup>nd</sup>, 2024**

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## **RFP SCHEDULE**

<b>RFP Release Date:</b>	March 7, 2024
<b>Proposals Questions due:</b>	March 15 <sup>th</sup> , 2024, no later than 4:00pm local time.
<b>Submit Proposal Questions to Single Point of Contact (SPOC):</b>	Geoff R. Hinds, CFE (541) 548-2711 or <a href="mailto:Geoff.Hinds@Deschutes.org">Geoff.Hinds@Deschutes.org</a>  <b><i>Proposers shall not contact any other Deschutes County Personnel except as allowed in RFP.</i></b>
<b>Proposal Questions &amp; Answers published:</b>	March 19 <sup>th</sup> , 2024
<b>Proposals Due:</b>	<b>Friday, March 22nd, 2024, no later than 4:00pm, local time.</b>
<b>Submit Proposals to:</b>	ATTN: Geoff Hinds, Director Deschutes County Fair & Expo 3800 Airport Way Redmond, Oregon 97756 <a href="mailto:Geoff.Hinds@Deschutes.org">Geoff.Hinds@Deschutes.org</a>
<b>Proposed Interview Date(s)</b>	March 28-29, 2024
<b>Notice of Intent to Award</b>	April 3, 2024
<b>Contract Issuance</b>	April 11, 2024

# **REQUEST FOR PROPOSALS**

## **1. INVITATION TO SUBMIT PROPOSALS**

Deschutes County Fair & Expo (DCFE) will receive proposals for the Request for Proposals (RFP) for:

### **MARKETING SERVICES FOR DESCHUTES COUNTY FAIR & EXPO AND THE ANNUAL DESCHUTES COUNTY FAIR & RODEO FOR 2024-2026**

DCFE is seeking a qualified individual or agency to work collaboratively with its staff and sponsorship sales team on rebranding and marketing both the property and the annual Deschutes County Fair & Rodeo event. This project includes the development of a refreshed brand identity, a marketing strategy and implementation of that strategy.

The selected Proposer shall develop a refreshed brand identity and marketing strategy for DCFE's unique organizational entities, which include Deschutes County Fair & Expo, Fair & Rodeo and the Expo R.V. Park and for possible new events or activities, as requested. The selected Proposer shall also implement the marketing plan across various channels and monitor the performance of marketing efforts, making data-driven adjustments to optimize results and maximize ROI.

Brand and marketing strategies will be used to support the marketing of the facility with the goal of booking and hosting events. Marketing strategies should include digital marketing, traditional advertising, social media engagement and community/trade engagement outreach and initiatives.

#### **Overarching Goals**

- Develop and drive awareness of the facility among meeting and event planners
- Develop and create a strong brand, and brand awareness that is representative of the size, history, and traditions of the facility, as well as the Central Oregon region
- Distinguish the complex as a unique, and inclusive event environment for event producers and planners from across the country
- Find opportunities to inform local, regional, and national stakeholders about the facility, events, and projects happening on the property

We are seeking proposals from vendors with expertise in the following areas:

- Branding and identity design
- Marketing
- Social media management
- Website development
- Advertising and promotional campaigns
- Market research and analysis

If your company has a proven track record of success in these areas and is interested in partnering with us on this project, we invite you to submit a detailed proposal outlining your approach, relevant experience, proposed timeline, and estimated budget.

Please include the following information in your proposal:

- Company overview and credentials
- Relevant experience
- Proposed approach and methodology
- Project timeline and milestones

- Budget breakdown and pricing structure

Proposals properly submitted and received will be opened at a set time, following the date upon which submissions are required to be submitted.

To be considered, proposals must be submitted electronically in accordance with all the following instructions:

1. Proposals must be submitted as an attachment to an email, submitted to the email address stated above,
2. The subject line of the email must clearly identify the submission as a response to this specific RFP,
3. Unless otherwise stated in the Proposal Requirements, proposal documents may be submitted in PDF format only, and
4. Proposals must not include .zip files and cannot be more than 30 megabytes in size.

Interested parties may download a complete set of RFP documents from the Deschutes County Fair & Expo Open RFP's page at: <https://expo.deschutes.org/p/get-connected/open-rfps> and <https://www.deschutes.org/rfps>

DCFE may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any such addendum will be posted and may be downloaded from the Open RFP webpage in the same location as the RFP posting. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; DCFE is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received and will become part of any resulting contract.

DCFE may reject any proposal not in compliance with all prescribed proposal procedures, requirements, rules, or laws, and may reject for good cause any and all proposals upon DCFE's finding that it is in the public interest to do so.

## 2. PREPARATION AND SUBMISSION OF PROPOSALS

**2.1 Proposal Preparation.** Proposers are responsible for reading all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their proposals. To be responsive, proposals must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the Invitation to Submit Proposals.

**2.2 Proposals Subject to Oregon Public Records Law.** Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure. You must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, DCFE will endeavor to resist disclosure of properly identified portions of the proposals. If DCFE receives a records request, including subpoena, covering information the bidder believes is covered by an applicable public records exemption, it is the proposer's responsibility to defend and indemnify DCFE for any costs associated with establishing such an exemption.

**2.3 Proposal Submission.** Proposals must be received by **4:00pm, local time Friday March 22<sup>nd</sup>, 2024**. To be considered, proposals must be submitted in the form and manner stated in the Invitation for Proposals,

complete with a Proposer's Statements & Certifications Form signed by the proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any, and contain the number of copies required.

By submitting a proposal, proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

- 2.4 Correction, Withdrawal, and Late Submissions.** A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, by email to the person identified for receipt of proposals and may submit a new sealed proposal in the manner stated in the Invitation to Submit Proposals. DCFE will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been deposited with the public officer, other than to address minor informalities, unless the proposal is withdrawn and resubmitted as described above.

### **3. CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS**

- 3.1 Clarifications.** If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer designated for receipt of proposals or other person identified for submission of questions.

If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than 48 hours prior to the deadline for receipt of proposals, and available on the DCFE'S Open RFP webpage listed above. The addendum may postpone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

- 3.2 Protest of Solicitation Documents.** A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to the public officer identified for receipt of proposals in the Invitation to Submit Proposals not less than 10 days prior to the deadline for submission of proposals.

DCFE will consider the protest if the protest is timely filed and contains all the following items:

- Sufficient information to identify the solicitation that is the subject of the protest;
- The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- The protest must state the changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the protest is based.

If the protest meets these requirements, DCFE will consider the protest and issue a decision in writing. If the protest does not meet these requirements, DCFE will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. DCFE will issue its decision on the protest not less than 3 business days before proposals are due, unless a written determination is made by DCFE that circumstances exist that justify a shorter time limit.

### **4. OPENING OF PROPOSALS**

- 4.1 Proposals Held Until Time for Opening.** DCFE will not examine any proposal prior to opening. The public officer designated for receipt of proposals may, as time allows, verify that the response document(s)

attached to a submission was received intact, and may, but is not required to, notify a proposer that an emailed submission was received in a defective form.

**4.2 Late Submissions.** Any proposal or modification received after the designated deadline will not be opened or considered.

**4.3 Inspection of Proposals Submitted.** The proposals submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of any information covered by an exemption to disclosure.

## 5. PROPOSAL EVALUATION AND AWARD

**5.1 Responsiveness.** Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by the RFP, which include at a minimum, but are not limited to:

- Submission of a completed Proposer Statements & Certifications Form in the form included as Attachment C.
- Compliance with proposal procedures, public contracting laws, and the requirements of Deschutes County .

**5.2 Proposal Evaluation.** DCFE will make the contract award based on the responsiveness of the actual proposals received to the requirements established in Attachments A and B, considering price, qualifications, experience, resources, proposed services, proposers' past record of performance, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by the evaluation committee on the basis of the process and scoring established in Attachment D. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more proposers with the highest-scored proposals. Interviews may include a presentation by the proposer and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

In evaluating the proposals and selecting a contractor, DCFE reserves the rights to:

- Reject any and all proposals,
- Issue subsequent Requests for Proposals for the same or similar goods or services,
- Not award a contract for the requested services,
- Waive any irregularities or informalities,
- Accept the proposal which DCFE deems to be the most beneficial to the public and DCFE,
- Negotiate with any proposer to further amend, modify, redefine or delineate its proposal,
- Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that a contract cannot be successfully negotiated with the selected proposer, which may occur prior to the time a final recommendation for award is made for executive approval, and
- Further question any proposer to substantiate claims of experience, background knowledge, and ability.

**5.3 Mistakes in Proposals.** Minor informalities may be waived. Mistakes discovered after opening where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may not be accepted. DCFE reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.

**5.4 Notice of Award.** DCFE will provide written notice of its intent to award to a given proposer or proposers at least 7 days before the award, unless DCFE determines that a shorter notice period is more practicable. Unless otherwise stated in the RFP documents, the Notice of Intent to Award will be given by posting the notice on the Open RFP webpage in the same location as the RFP posting.

- 5.5 Protest of Intent to Award.** Any proposer that submitted a proposal for the RFP and is not recommended for award may protest the DCFE'S recommendation for award. To be considered, the protesting proposer must be eligible to be awarded the contract in the event that the protest is successful. Determination on protests will be made by the decision maker, DCFE. To be considered, a protest must be submitted in writing and received within 7 calendar days after the Notice of Intent to Award is posted and must contain the grounds for the protest in accordance with Deschutes County guidelines.
- 5.6 Rejection of Proposals.** If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with an opportunity for supplemental submission from those proposers that submitted proposals, if DCFE finds that it is unlikely that re-advertising would lead to greater competition. The public officer is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

## **ATTACHMENT A – SCOPE OF SERVICES**

DCFE is seeking a qualified individual or agency to work collaboratively with its staff and sponsorship sales team on rebranding and marketing both the property and the annual Deschutes County Fair & Rodeo event. This project includes the development of a refreshed brand identity, a marketing strategy and implementation of that strategy.

The selected Proposer shall develop a refreshed brand identity and marketing strategy for DCFE's unique organizational entities, which include Deschutes County Fair & Expo, Fair & Rodeo and the Expo R.V. Park and for possible new events or activities, as requested. The selected Proposer shall also implement the marketing plan across various channels and monitor the performance of marketing efforts, making data-driven adjustments to optimize results and maximize ROI.

Brand and marketing strategies will be used to support the marketing of the facility with the goal of booking and hosting events. Marketing strategies should include digital marketing, traditional advertising, social media engagement and community/trade engagement outreach and initiatives.

### **Overarching Goals**

- Develop and drive awareness of the facility among meeting and event planners
- Develop and create a strong brand, and brand awareness that is representative of the size, history, and traditions of the facility, as well as the Central Oregon region
- Distinguish the complex as a unique, and inclusive event environment for event producers and planners from across the country
- Find opportunities to inform local, regional and national stakeholders about the facility, events, and projects happening on the property
- Development and implementation of a marketing strategy and campaign for the 2024, 2025 and 2026 (with options for 2027 and 2028) Deschutes County Fair & Rodeo. This will include a cohesive strategy for both traditional as well as digital media, and creative concepts or efforts.

We are seeking proposals from vendors with expertise in the following areas:

- Branding and identity design
- Marketing
- Social media management
- Website development
- Advertising and promotional campaigns
- Market research and analysis



We are seeking to engage one individual or agency for the below services, however that agency can work with partners and/or subcontractors to provide the requested services. Any partners or subcontractors need to be identified in the proposal.

Key objectives for this project include:

**1. Brand Identity**

- Develop a refreshed brand identity that aligns with values, mission, and target audience/audiences.

**2. Marketing Strategy Development**

Develop a marketing strategy that includes digital marketing, traditional advertising, social media engagement, community outreach and trade specific (meeting and event planning) outreach initiatives with the goal of enhancing visibility and driving growth.

The marketing strategy should:

- Increase awareness of our facility and its events and services among target audiences through strategic media placements and campaigns, and creative outreach efforts.
- Engage audiences through compelling content across various media channels, including digital, print, and broadcast, as well as digital and emerging marketing platforms.
- Generate leads and inquiries from potential clients through targeted media initiatives and promotions.
- Monitor the performance of media campaigns, analyze key metrics, and make data-driven adjustments to optimize results.

**3. Marketing Strategy Execution**

**Initial Implementation**

Implement the marketing and communication plan, as approved by DCFE, to amplify our message and reach potential clients effectively. We expect implementation to include some if not all of the following elements:

- Media planning and buying
- Creative content development
- Digital advertising
- Social media management
- Public relations and press coverage
- Event promotion

**Brand Planning and Account Management Services:**

- a. Agency will manage overall relationship, along with DCFE, of any applicable media and interactive agencies of record.
- b. Develop creative briefs, upon receipt of input document from DCFE, for the Deschutes County Fair
- c. Manage all ongoing projects, including timelines, budgets and invoices
  - i. Current/Proposed Future Projects include
    1. Printed facility rental advertisements: Create printed materials to advertise Deschutes County Fair & Expo Complex to potential events and renters from across the nation
    2. Facility Promotional Video: Creation of a minimum of one (30) second to (60) second video promoting the Deschutes County Fair & Expo for interim event recruitment.
    3. Annual Calendar: Create a 12 month calendar of events for promotional usage
    4. Social Media: Upon contract award a social media planning meeting will be required with Fair Management to determine social series for the season, advertising campaigns, and social voice.
    5. In coordination with Fair management, the development of both a content calendar, and applicable social media posts or graphics
    6. Monthly Meetings: Marketing Meetings will be required monthly between the contractor and Fair Management to discuss project updates, analytics, ongoing needs, and billing.
- d. Monitor industry and market trends
- e. Execute and implement marketing, communications and advertising in finished form, in accordance with DCFE's timely prior written approval and forward same to production and media.

- B. Creative Services
  - a. Develop and execute a multi-media advertising plan for the Deschutes County Fair
- C. Media Services
  - a. Planning responsibilities include:
    - i. Media plan development, refinements and amendments, as needed throughout the course of the campaign
    - ii. Media planning will include the use of all media vehicles as needed, based on strategic direction (network TV, cable TV, radio, consumer print and digital, trade, outdoor etc.)
  - b. All media buying will be performed by Agency to include:
    - i. Pre-buy estimates
    - ii. Goal accountability and defined delivery as well as cancellation guarantees
    - iii. Buy negotiations; added value negotiations/recap; added value promotions
    - iv. Timely post-buy analyses, analytics and position summary for all print buy, all billing/payment of invoices
  - c. Identify and assess new opportunities and developments in media consumption and viewpoints that may impact DCFE in the short and long term.
- D. Marketing Campaigns: Agency will provide marketing campaigns based on the overarching campaign for:
  - a. The annual Deschutes County Fair
    - i. Continuing to promote that the Fair is welcoming and available to all
    - ii. With a focus on increasing pre-event sales of all kinds
    - iii. Increasing return visits
    - iv. Increasing the overall attendance
    - v. Gaining sponsorship and community support
  - b. The information below is an example of planned workflow for the 2024 Fair & Rodeo Event
    - i. Premium Book Cover & Ads: Create print ready magazine cover for the annual Premium/Contest book front and rear cover.
    - ii. Radio Ad Development: A minimum of six (6) Thirty (30) second radio advertisement/audio clips for Fairtime usage.
    - iii. TV/Video Ad Development: A minimum of Two (2) videos should be created annually to promote the annual Deschutes County Fair & Rodeo. It is assumed these will be, one (30) second video and one (60) second video.
    - iv. Social Media Video: Development of content as required for successful marketing of the annual Fair & Rodeo on applicable social media channels
    - v. Fairtime Poster/Posters: Create a print ready poster or posters for the Deschutes County Fair & Rodeo
    - vi. Create promotional ads to be placed via the annual Deschutes County Fair & Rodeo media buy for fairtime:
      - 1. Single sided flat promotional ads, double sided promotional ads, static digital advertising, dynamic digital advertising, digital video/preroll, souvenirs/commemorative items, billboard advertisements, and additional creative designs for the annual Deschutes County Fair & Rodeo.
    - vii. Fairtime Program: Design the annual Fairtime Program/Schedule of Events both in a print friendly trifold version and as an online version.
    - viii. Fairtime Photography/Videography: A photographer/Videographer should be onsite daily during the annual Deschutes County Fair & Rodeo to capture as much diverse content as possible.
    - ix. Fairtime Staffing: The contractor should plan to have a representative on site at the Deschutes County Fair & Rodeo event: Daily during the open hours of the Fair to assist with Website, PR, social media needs, or any other marketing related issue that may arise during the annual Deschutes County Fair & Rodeo.
    - x. August Daily Meetings: During the month of July leading up to the annual Deschutes County Fair & Rodeo, meetings may be required to address any website or social needs that must be addressed within 24hrs.

- xi. Post Fair: After closing night of the annual Deschutes County Fair & Rodeo the DCFE website banners and cover pages should be changed at midnight to “Thank you for coming” messaging and showcase the next year’s fair dates.
- xii. Post Fair Report: An annual report including activation, marketing efforts and examples, suggestions for future years, highlights, and analytics will be due post fair to Fair Management.

**Ongoing Marketing Efforts** Depending on pricing and availability, DCFE may seek to continue work with the selected Proposer to help support ongoing marketing and communications needs. This work may include

- Public Relations (if applicable, please provide a fee or hourly cost for services)
  - Ability to have a representative on site at the Deschutes County Fair & Rodeo event daily during the open hours of the Fair to manage media relations, in coordination with Deschutes County’s Communications team, and assist with marketing needs that may arise during the annual Deschutes County Fair & Rodeo.
  - Write and distribute Press Releases highlighting the Deschutes County Fair & Rodeo.
- **Additional Scope/Other Departments: OPTIONAL**
  - As mutually agreed, proposer may opt to work with additional County departments as need arises on unique projects or initiatives. This may include development of marketing strategies, graphic design, digital outreach and advertising, press release creation, or other services as agreed.
    - If open to working with additional county Departments as part of this proposal, please provide an hourly rate; or other methodology or fee schedule for services provided.

## **ATTACHMENT B – REQUIRED ELEMENTS OF PROPOSALS**

### **1. PROPOSAL DOCUMENTS AND FORMAT.**

**1.1 Documents to be Submitted.** The proposal submitted must include all the following:

- Responses to each of the required items stated under 1.2 below,
- A completed and executed Proposer Statements and Certifications form

**1.2 Format Requirements.** The proposal submitted must be in compliance with the following rules:

- Be in the order and numbering requested,
- Be submitted in the form and within the limitations stated in the Invitation to Submit Proposals,
- Contain primary text and headings in not less than 10 point type (with smaller text acceptable in notes, graphs, requested tables, and images), and
- Please be succinct, but allow your creativity to show in your submission. Photos, Videos, and examples of prior printed, digital or other work is encouraged to allow DCFE the opportunity to understand your ability, and prior experience.

### **2. REQUIRED RESPONSE CRITERIA.** The proposal must address each of the following:

Proposals are not required to follow a specific format. However, each proposal should (1) be organized in a logical fashion, (2) include sufficient narrative and documentation to establish the proposer’s qualifications and ability to perform, (3) highlight any specific approaches or experience relevant to the work described, and (4) contain sufficient information to allow the evaluation committee to assess their proposal according to the criteria stated.

All proposals and resumes received in proper form will be evaluated by a committee composed of at least three individuals. Evaluation committee may consist of members of the Deschutes County Fair & Expo staff, staff from Deschutes County, and Deschutes County Fair & Expo Board of Directors. Proposals will be evaluated according to the following criteria:

#### **2.1 Past Performance:**

Successful past performance in event marketing/advertising with demonstrated ability to achieve the goals set forth for each campaign. Please include campaign examples from within the last five years.

**Demonstrated Ability to Provide Full-Service Marketing and Advertising:**

Demonstrated ability to provide full-service marketing/advertising including, but not limited to: Creative, Media (TV, Radio, Streaming, Outdoor etc.) and Digital (creation and placement) production/buying, graphic and logo design, copy writing print development and more.

**Demonstrated Ability and Understanding of Marketing to Specific Demographics:**

Demonstrated ability and success with tailoring marketing projects to a variety of both broad, as well specific or tailored audience or audiences.

- 2.2 Scenario:** Please provide a draft strategic investment plan for marketing of the Fair & Expo facility utilizing both traditional and new media efforts; using an estimated budget of \$150,000 as well as a strategy for marketing the annual Fair & Rodeo event, with an additional budget of \$100,000
  
- 2.3** Provide a detailed line-item budget of the services defined in the Scope of Work and/or identified as part of the draft strategic investment plan above. Include estimated person hours, labor costs and expenses for each task listed in the scope of work. Clearly describe any deviation from the listed scope of work that would significantly affect costs. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost proposal is to be selected by the Proposer.  
Include a listing of hourly rates for all employee classifications anticipated to work on the project, as well as rates for non-labor direct expenses. Include similar information for any major subcontractors. The listed rates will be used in preparation of any future change orders.
  
- 2.4 Current Resumes/Bios of all Participants/Contractors:**  
Please include credentials for all parties that would be assigned to the Deschutes County Fair account, including the percentage of time which each team member will be allocating to the account.
  
- 2.5 Professional References:**  
Please include a minimum of three professional references from current and past agency clients and area partners.

**ATTACHMENT C – PROPOSER STATEMENTS AND CERTIFICATIONS**

(CONTRACT FORM D-2, 2020 EDITION)

Proposer's Name: \_\_\_\_\_

RFQ or RFP Title: \_\_\_\_\_

**PROPOSER STATEMENTS**

**Proposer's Offer.** Proposer offers to provide the required goods or services in accordance with the requirements of the Request for Proposals (RFP) or Request for Qualifications (RFQ) stated above as stated in the enclosed response. The undersigned Proposer declares that Proposer has carefully examined the above-named RFP or RFQ, and that, if an award is made, Proposer will execute a contract with DCFE to furnish the goods or services required under the RFP or RFQ response submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this document, and that the person signing has the authority to represent the individual or organization in whose name the response is submitted.

**Proposer's Acceptance of Terms and Conditions.** By execution of this form, the undersigned Proposer accepts all terms and conditions of the RFP or RFQ except as modified in writing in its response. Proposer agrees that the offer made herein will remain irrevocable for a period of 60 days from the date responses are due.

**Proposer's Acknowledgement of Public Records Law.** By execution of this Form, the undersigned Proposer acknowledges that its entire response is subject to Oregon Public Records Law (ORS 192.311–192.5478), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Proposer agrees that all information included in this bid that is claimed to be exempt from disclosure has been clearly identified either in the Proposer Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify DCFE for any costs associated with establishing a claimed exemption.

**ADDENDA**

Proposer has received and considered, in the accompanying response, the terms of the following addenda, if any: \_

**CERTIFICATIONS**

By signing this Proposer's Certification form, Proposer certifies that:

1. **Certification of Resident Bidder Status.** Proposer is \_\_\_\_\_ is not \_\_\_\_\_ (check one) a resident bidder, as defined in ORS 279A.120.
2. **Certification of Non-Discrimination.** Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. **Certification of Non-Collusion.** This bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a bid for the same services, and is in all respects fair and free from collusion or collaboration with any other Proposer.
4. **Certification of Compliance with Tax Laws.** Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this bid, including:
  - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  - b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.**

**PROPOSER**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Proposer's legal name

\_\_\_\_\_  
Name of authorized signer

\_\_\_\_\_  
Address

---

Title

---

Date

---

Federal Tax ID number

CONTACT INFORMATION FOR THIS SUBMISSION

---

Contact name

---

Telephone number

---

Email address

## **ATTACHMENT D – SELECTION PROCEDURE AND SCORING**

**1. SELECTION COMMITTEE.** The Selection Committee may be comprised of:

- Geoff R. Hinds, Director, Deschutes County Fair & Expo
- Brandi Ebner, Sales, Marketing & Event Coordinator
- Carla Altamirano-Meraz, Administrative Support Assistant
- Deschutes County Administration, Fair Board Member(s) or other Fair Staff

**2. EVALUATION PROCESS.** The selection process for this RFP will include the following procedures:

- Evaluation and scoring of initial proposal
- Interviews of top-scored proposers
- May require additional questions and responses from top-scored proposers
- May include competitive negotiations with top-scored proposers

Notwithstanding the selection procedures identified above, DCFE reserves the right to terminate the evaluation process after completion of any procedural stage when, in t DCFE’s sole opinion, further evaluation procedures are not required for DCFE to identify the proposer whose offer will best suit the interests of the DCFE.

**3. PROPOSAL SCORING.** DCFE will score proposals according to the following criteria:

	Criterion	Points
--	-----------	--------

1.	Demonstrated ability and success in the creation of targeted marketing projects to specific audiences or markets	30
2.	Demonstrated ability to provide full service marketing/advertising	20
3.	Successful past performance in event marketing/advertising in the Fair, Event or multi-purpose event venue space or affiliated industries	20
4.	Pricing	20
5.	Current resumes/bios of all participants/contractors	10
	<b>Total Possible Points</b>	<b>100</b>

4. **SHORTLIST DETERMINATION.** If DCFE is unable to make a determination of the best proposal based upon the proposal scoring, DCFE may invite up to three proposers to proceed to a further stage of evaluation as identified in A.2 above. If not added to the proposal score, the score of this next stage may be used as the sole scoring method for selecting the proposer.

5. **INTERVIEW SCORING (if used).** DCFE will score interviews according to the following criteria. Each proposer’s interview score will be added to the proposer’s RFP score to produce a final score.

	<b>Criterion</b>	<b>Points</b>
1.	Potential timelines and strategies	20
2.	Concept proposals	30
	<b>Total Possible Points</b>	<b>50</b>

## **ATTACHMENT E – SAMPLE CONTRACT DOCUMENT**

### **PROPOSER COMMENTS ON CONTRACT FORM AND INSURANCE REQUIREMENTS.**

The successful Firm candidate will be required to enter into a Professional Services Contract with the County, example provided as ATTACHMENT E. The successful Firm candidate must also submit documents addressing liability insurance, workers compensation, and overhead expense as part of the contract, as well as a W-9 with a valid and active tax identification number. County reserves the right to reject any or all Proposals that do not satisfy requirements.

### **DESCHUTES COUNTY SERVICES CONTRACT CONTRACT NO. 20\_\_ -**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the \_\_\_\_\_ Department (County) and \_\_\_\_\_ (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be \_\_\_\_\_ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on \_\_\_\_\_, \_\_\_\_\_, whichever date occurs first. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

---

### **CONTRACTOR DATA AND SIGNATURE**

Contractor Address:

Federal Tax ID# or Social Security #: \_\_\_\_\_

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for profit  Corporation-non-profit  Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.



## **DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

## **STANDARD TERMS AND CONDITIONS**

- 1. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
  
- 2. Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
  
- 3. Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.

- c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
- d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.

**4. No Third Party Beneficiaries.**

- a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**5. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

**6. Early Termination.** This Contract may be terminated as follows:

- a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.

- 3) 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.
- e. County Default or Breach.
  - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

**7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
  - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
  - 2) with respect to deliverable-based Work, 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.
  - 3) Subject to the limitations under paragraph 8 of this Contract.

**8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.

- 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's 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 whatsoever.

**9. Contractor's Tender upon Termination.** 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.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and

to protect the work and all other property against damage.

11. **Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
  
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
  
13. **Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
  - a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
  - b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
  - c. The cost of any subcontracted work approved in this Contract shall not be marked up.
  - d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
  - e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.
  
14. **Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
  
15. **Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:
  - a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
  - b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
  - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that

does not identify particular individuals.

- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

**16. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

**17. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
  - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
  - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
  - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
  - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

**18. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably

assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**19. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:

[https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150\\_Standard\\_Contract\\_Provisions](https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions) To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

**20. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**21. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law 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 resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including

without limitation 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.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

## **22. Waiver.**

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## **23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

## **24. Severability.** 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 this Contract did not contain the particular term or provision held invalid.

## **25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute on original.



**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

\*

Fax No.

To County:

Nick Lelack

County Administrator

1300 NW Wall Street, Suite 200

Bend, Oregon 97701

Fax No. 541-385-3202

**27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

**29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

**30. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
- 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

### 31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

**EXHIBIT 1**

**DESCHUTES COUNTY SERVICES CONTRACT**

Contract No. 20\_\_ -  
**STATEMENT OF WORK, COMPENSATION  
PAYMENT TERMS and SCHEDULE**

**1. Contractor shall perform the following work:**

- a.
- b.

**2. County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

**3. Consideration.**

- a. County shall pay Contractor on a fee-for-service basis at the rate of \_\_\_\_\_.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5  
 **YES**    **NO** [Check one]

**4. The maximum compensation.**

- a. The maximum compensation under this contract, including allowable expenses, is \$\_\_\_\_\_.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
  - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
  - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

**5. Schedule of Performance or Delivery.**

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2  
DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_-**

**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

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

Workers Compensation Insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance

coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County                       Not required by County      (One box must be checked)

Claims Made Policy                       Approved by County                       Not Approved by County

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

Personal Auto

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors.

A personal automobile policy of no less than the minimum insurance requirements set by the State of Oregon (ORS 806.070) will be accepted if a contractor is a sole proprietor and does not own vehicles registered to the business.

Required by County                       Not required by County      (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Date

\_\_\_\_\_

\_\_\_\_\_

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20\_\_-

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
[ ] Corporation [ ] Limited Liability Company [ ] Partnership authorized to do business in the State of Oregon.
Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
3. All of the statements checked below are true.
NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.
A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability

insurance.

\_\_\_ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

\_\_\_ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

\_\_\_ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

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Contractor Signature

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Date

**EXHIBIT 4**

**DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_ -**

**Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and

- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name	Contractor Signature
Contractor Title	Date

**EXHIBIT 5**

**DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_ - \_\_\_\_**

**Expense Reimbursement**

**1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
  - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
  - 2) Travel expenses shall be reimbursed for official County business only.
  - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
  - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
  - 5) Personal expenses shall not be authorized at any time.
  - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

**2. Approved reimbursements:**

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.

- 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration (“GSA”) and are subject to change accordingly.
- 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver’s license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
- 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.

b. Meals.

- 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor’s duties under this contract.
- 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
  - a) Breakfast, \$10;
  - b) Lunch, \$12;
  - c) Dinner, \$22.
- 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor’s duties under this contract:
  - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor’s regular workday (i.e. 8:00 a.m.).
  - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
  - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor’s regular workday (i.e. 5:00 p.m.).
- 4) Breakfast and dinner expenses are reimbursable during Contractor’s necessary overnight travel while acting within the course and scope of Contractor’s duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

- 1) County shall reimburse Contractor for Contractor’s actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
  - 2) Reimbursement rates for lodging are not considered “per diem” and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

- 3. Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**

**DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_ -**

*Compliance with provisions, requirements of funding source and*

**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

*Conflicts of Interest*

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies 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 rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
  
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the

Department.

- 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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Contractor Signature

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Date