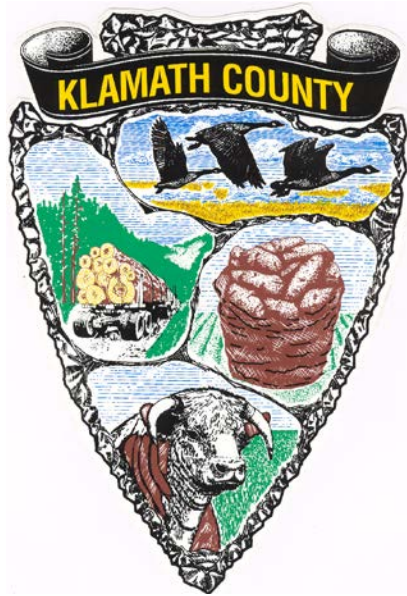


KLAMATH COUNTY, OREGON  
REQUEST FOR PROPOSAL  
TO PROVIDE UNIFIED NETWORK SERVICES



Issue Date: December 27, 2011

Issued by: Klamath County Steering Committee  
316 Main Street, Room 20  
Klamath Falls, OR 97601

(541) 883-5142

Closing Date: 2:00 P.M., January 26, 2012

**ELECTRONIC SUBMITTAL REQUIRED**

Public Notice

REQUEST FOR PROPOSALS

The Klamath County Board of Commissioners and the Klamath County Steering Committee invite electronically submitted proposals from organizations qualified to provide Unified Network Services for Metro Area Network Services, Internet, and Voice Communication for all Klamath County Departments.

The Request for Proposals (RFP) document may be obtained on the web at [www.klamathcounty.org/depts/contracts/](http://www.klamathcounty.org/depts/contracts/) or from the undersigned at 316 Main Street, Room 20, Klamath Falls, Oregon 97601 or by calling (541) 883-5142 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any proposer will be responsible to check the web link above for any addenda issued for this project.

E-mail proposals with the subject "Unified Network Services" will be received by Chris Sigsbee, [csigsbee@co.klamath.or.us](mailto:csigsbee@co.klamath.or.us) until 2:00p.m., January 26, 2012 and publicly opened thereafter. The name of the proposer(s) will be read aloud for the record. Late proposals will be rejected.

Klamath County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may for good cause reject any or all proposals upon a finding of the agency it is in the public interest to do so. All proposals are subject to Oregon Law proposal/bid procedures.

Chris Sigsbee  
Senior Network Engineer

KLAMATH COUNTY, OREGON  
REQUEST FOR PROPOSAL  
FOR UNIFIED NETWORK SERVICES

Klamath County hereby requests proposals from professional organizations that are qualified to provide Unified Network Services for Metro Area Network Services, Internet, and Voice Communication for all Klamath County Departments.

1. **Purpose.** Klamath County is seeking proposals from professional organizations that are qualified to provide Unified Network Services for Metro Area Network Services, Internet, and Voice Communication. Upon receipt and subsequent evaluation of proposals, the Board may invite the responding organizations to make presentations to the County.
2. **Issuing Office.** This Request for Proposal (“RFP”) is being issued by the Klamath County Board of Commissioners together with the Klamath County Steering Committee. The Senior Network Engineer is the only point of contact for this RFP. Proposals must be submitted to Chris Sisgbee, Senior Network Engineer, Klamath County IT Department, 316 Main Street, Room 20, Klamath Falls, OR 97601 no later than 2:00 p.m., January 26, 2012.
3. **Objective.** The objective of the RFP is to identify a single qualified professional organization that can offer the highest quality services in as efficient and timely manner possible at the best value to Klamath County.
4. **Scope of Services.**

The vendor shall provide the following services to the county. These services must reside on equipment/networks wholly owned by or, in the case of long distance services, be solely provided by the vendor as to provide the highest possible level of business continuity, efficiency, and cost savings to the county.

-Point-to-point fiber connections rated for at least 1Gbps synchronous data transfer speeds between the Downtown Data Center and the Vandenberg Road data center.

-Internet connectivity with redundant 100Mbps Loops located at both the Downtown Data Center and the Vandenberg Road Data Center delivering 10Mbps IP burstable to 200Mbps. Bandwidth used by connections is aggregated. Each location is to have its own gateway and at least eleven routable IP addresses.

-MAN (Metropolitan Area Network) connectivity via layer 2 Ethernet transport between the downtown data center and other county departments/buildings as deemed necessary by the county at speeds of up to 100Mbps, and in a manner as deemed beneficial to the county by the IT department. MAN locations are provided in Addendum A.

-Hosted VoIP services to include voicemail, music/message-on-hold, long distance (approximately 12,000 minutes per month) with account codes separated by department, local management via web portal for 375 phones, 29 public-facing numbers, and 22 FAX numbers. Deployment of the VoIP solution will be done by the vendor in such a fashion as to cause the least disruption to county business.

-There will be no on-premise equipment other than the VoIP phones or analog telephone adapters themselves. Proposals including PBX equipment, or network switches will not be considered.

-Phones should use SIP protocol (devices should be equivalent to Aastra 6757i handsets). Klamath County has sole discretion in determination of equivalency.

5. **Response to Request for Proposal.** All responding organizations should answer the following questions:

I. Organization Personnel

1. Identify the name, location and contact information (including email address) regarding your organization and the key contact person for this RFP process.
2. Describe your organization's depth and experience in its professional staff. Identify how many professionals are employed relative to client load.

II. Organization Background

1. Provide a brief history of your organization.
2. Describe your organization's experience with providing network and hosted VoIP services to local governments in Oregon, i.e. counties and/or cities. List your client accounts and identify three client accounts (at least one reference for each of the two services being proposed) that can serve as a reference to your organization's services.
3. Describe your organization's professional liability insurance.

III. Service Level and Incident Response

1. Describe your organization's ability to provide service at greater than 99.9% end-to-end availability including SLA credits when target service levels are not reached.

2. Describe your organization’s ability to provide on-site service at any of the service locations.

IV. Timeline and Fees

1. Identify your organization’s proposed fees for the “scope of services.” Include any build-out and non-recurring costs as well as detailed monthly recurring costs.
2. Provide a specific timeline for delivery of all services to all sites.
3. Provide a price list for additional services (additional lines, features, etc.) guaranteed for the duration of the contract.

6. **Proposal Review Criteria.** Each response may be reviewed and rated, at a minimum, on the following criteria.

- Responsiveness of the written proposal to the purpose and scope of the project.
- Reputation, professional qualifications and technical competency.
- Experience with government entities.
- Experience with Oregon counties.
- Timeline for the completion of the project.
- Adherence to all requirement and conditions of the request for proposals.
- Service level and dependability.
- Initial and recurring costs.

7. **Assignability.** The successful respondent cannot transfer any interest or provide for assignment of professional services contract with Klamath County either in whole or in part, without the expressed written consent of Klamath County.

8. **Payment.** Payment for services rendered will be based upon receipt of a detailed statement.

9. **Anticipated Schedule of Events:**

Date RFP is available .....	December 27, 2011
Last date for questions .....	January 16, 2012
Protests of Solicitation document or process.....	January 16, 2012
Deadline for submission of RFP .....	2:00 p.m., January 26, 2012
Intent to Award (contract) notice.....	January 31, 2012
Deadline for Protest of Award of Contract.....	5:00 p.m. February 6, 2012
Contract Awarded.....	February 7, 2012

## 10. General Information.

- The RFP is not to be construed as creating a contractual relationship between Klamath County and any organization submitting a response to this RFP.
- Klamath County shall have no obligation for liability to any organization responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
- Klamath County may require follow-up interviews with selected respondents and may require the respondent to participate in negotiations.
- Klamath County reserves the right to reject any or all responses, to modify the scope of services with one or more of the respondents and to waive any/all requirements which Klamath County deems to be in its or its employees' best interest.
- By submitting this information the organization represents that it has examined and understands this RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by Klamath County.
- By submitting a response, the organization represents that it has the ability to meet the requirements outlined herein.
- Provider must meet the highest standards prevalent in providing these services.
- Proposer must submit a signed certificate of non-discrimination, compliance with Oregon tax laws, and residency statement along with their proposal. These certifications as provided as Addendum B.
- Statements made by County representatives are not binding unless followed by written addenda. Addenda will be provided to each known proposer via email and/or regular mail.

Please provide your proposals via e-mail with the subject "Unified Network Services" to Chris Sigsbee, [csigsbee@co.klamath.or.us](mailto:csigsbee@co.klamath.or.us) by 2:00p.m., January 26, 2012. Late proposals will be rejected

All questions regarding services and evaluation of this RFP should be directed to Chris Sigsbee at (541) 883-5142 or [csigsbee@co.klamath.or.us](mailto:csigsbee@co.klamath.or.us)

## SCOPE OF SERVICES

The vendor shall provide the following services to the county. These services must reside on equipment/networks wholly owned by or, in the case of long distance services, be solely provided by the vendor as to provide the highest possible level of business continuity, efficiency, and cost savings to the county.

- Point-to-point fiber connections rated for at least 1Gbps synchronous data transfer speeds between the Downtown Data Center and the Vandenberg Road data center.

- Internet connectivity with redundant 100Mbps Loops located at both the Downtown Data Center and the Vandenberg Road Data Center delivering 10Mbps IP burstable to 200Mbps. Bandwidth used by connections is aggregated. Each location is to have its own gateway and at least eleven routable IP addresses.

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- Phones should use SIP protocol (devices should be equivalent to Aastra 6757i handsets). Klamath County has sole discretion in determination of equivalency.

## **Addendum A – Service Locations**

316 Main St. – Main Drop/Downtown Campus

3203 Vandenberg Rd. – Main Drop/Hill Campus

3900 Miller St. – Maintenance

1451 Main St. – Museum

705 Washburn Way – Access Center

1824 Vine Ave. – Mental Health

900 Richmond St. – Mental Health & Developmental Disabilities

801 Old Fort Rd. – Landfill

6100 Wesgo Dr. – New Road Dept. Shop

4005 Tingley Ln. – Transfer Station

4250 Washburn Way – Dog Control

5170 Summers Ln. – Watermaster & SAR Compound

# Addendum B

## CONTRACTORS CERTIFICATIONS AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

### RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

Bidder/Proposer  IS or  IS NOT a "Resident Bidder/proposer" as set forth above.

### CERTIFICATE OF NON-DISCRIMINATION

To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises or against a business enterprise that is owned or controlled by or that employs a disabled veteran certified under ORS 200.055 in obtaining any required subcontracts.

### COMPLIANCE WITH OREGON TAX LAWS

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a County tax imposed by ORS 320.005 to 320.150 and 403-200 to 403.250, ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

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

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

**"Sample" CONTRACT FOR SERVICES**

Proposers contract may be used if all Oregon required terms and conditions are present.

PARTIES: KLAMATH COUNTY ("County"); and,  
\_\_\_\_\_ ("Contractor")

DATE: \_\_\_\_\_

1. **Services to be Provided:** Contractor shall provide, or cause to be provided, as an independent contractor and not as an agent of the County, \_\_\_\_\_ services, as specified in "Exhibit A" (Proposal), attached to and hereby made a part of this contract.

2. **Term of the Contract:** This Contract shall be in effect from signature date through \_\_\_\_\_, 2011 unless terminated prior to that date pursuant to Section 15, "Termination", of this Contract. Upon mutual consent, this contract may be extended for two (2) additional years.

3. **Compensation:**

3.1. For services provided under this Contract, the Contractor shall be compensated in an amount not to exceed \$\_\_\_\_\_. optional: [(as described in Exhibit \_\_\_\_.)]

4. **Contract Administrator:** The (Department) shall administer this Contract as the delegate of the Klamath County Board of Commissioners.

5. **Status:** Contractor is hereby engaged as an independent contractor as defined in ORS 670.600 and will be so deemed for purposes of the following:

5.1. Contractor shall be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

5.2. Contractor hereby specifically waives any right that it may have or claim for indemnification from the County for the Contractor, its heirs, successors or assigns pursuant to the Oregon Tort Claims Act, ORS 30.260, et seq.

5.3. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to Contractor are overtime pay; vacation, holiday and sick leave and other leaves with pay; tenure; medical and dental coverage; life and disability insurance; or Social Security, Worker's Compensation, unemployment compensation, or retirement benefits.

5.4. Contractor, subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. Contractor hereby covenants that it will bind its subcontractors to comply with this statutory provision. Contractor

shall provide the County proof of worker's compensation coverage prior to commencement of any work under this Contract.

**6. Quality of Service:** Contractor has represented, and by entering into this Contract now represents, that all personnel assigned to the work under this Contract are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and if required to be licensed or registered by the State of Oregon, are so licensed or registered. Contractor shall perform the services herein described in accordance with its own methods, the terms of this Contract and applicable laws and regulations and shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any error or deficiencies in the work products or services. Neither the County's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to County in accordance with applicable laws for all damages to County caused by Contractor's negligent performance of any services furnished under the Contract.

**7. Constraints:**

7.1. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

7.2. Contractor agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor or its agents or employees.

7.3. The County shall be entitled to audit the books and records of Contractor or any subcontractor under this Contract or applicable subcontract to the extent that such books or records relate to the performance of this Contract. Such books or records shall be maintained by the Contractor for a period of not less than three (3) years from the date of final payment under this Contract and by any subcontractor for a period of not less than three (3) years from the date of final payment under the subcontract.

7.4. Neither party shall be held responsible for delay or failure in performance of this Contract when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, acts of God, unusually severe weather, labor strikes, or legal acts of public authorities, which cannot be reasonably forecast or provided against. Either party may terminate this Contract after reasonably determining that such delay or failure will prevent continued performance of the Contract and upon giving written notice to the other party of the cause, its effect upon Contract performance, and effective date of Contract termination.

**8. Compliance with Law:**

8.1. Contractor and Contractor through its agents, officers and employees shall observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements of Federal, State and County governments with respect to activities performed pursuant to this Contract.

8.2. Contractor shall comply with all applicable requirements of the Americans With Disabilities Act of 1990 and ORS 659.425 in regards to employment and access to services.

8.3. Contractor shall comply with the requirements of the Rehabilitation Act of 1973 which provides that no qualified handicapped persons shall, on the basis of the handicap, be excluded from, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from funds under this Contract.

8.4. Contract shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:

8.4.1. No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied of, or be subjected to discrimination under any program or activity receiving this assistance.

8.4.2. It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual; with respect to compensation, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual's race, color, sex, religion, or national origin.

8.5. The Contractor shall provide worker's compensation coverage for all persons employed to perform work pursuant to the Contract in full compliance with ORS Chapter 656. Prior to commencing any work pursuant to the Contract, the Contractor shall certify to the County that Contractor is either a carrier-insured employer or a self-insured employer as provided for by ORS 656.407. If the Contractor is a carrier-insured employer, Contractor shall provide the County with a certificate of worker's compensation insurance. If the Contractor is a self-insured employer, the Contractor shall provide the County with certification from the Worker's Compensation Division as evidence of the Contractor's status.

8.6. The Contractor shall comply with all pertinent provisions of ORS Chapters 200, 279A, 279B, 279C, and 659 pertaining to nondiscrimination in hiring and subcontracting practices.

8.7. The Contractor shall take affirmative steps to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction, services and labor when subcontracts are utilized in the performance of this Contract.

8.8. Pursuant to ORS 279B.025, the Contractor shall use recyclable products to maximum extent economically feasible in the performance of the work of this Contract.

8.9. Pursuant to ORS 279B.220, the Contractor shall:

8.9.1. Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract.

8.9.2. Pay all contributions or amounts due the Oregon Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Contract.

8.9.3. Not permit any lien or claim to be filed or prosecuted against the County/State of Oregon on account of labor or material furnished.

8.9.4. Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.10. Pursuant to ORS 279B.235, contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.C.C. 201 et seq.).

8.11. Pursuant to ORS 279B 230, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or needed care and attention, incident to sickness or injury, to employees of Contractor, of all sums which Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of the employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

## 9. HIPAA Compliance:

9.1. If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

9.1.1. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 *et. Seq.*, or County policy, Section 900."HIPAA Policy" of the Klamath County Human Resources Policy & Procedures Manual, if done by County. A copy of the most recent Klamath County Human Resources Policy & Procedures Manual is available through the Human Resources Department at 305 Main Street, Klamath Falls, Oregon 97601.

*Departments must assess each contract to determine County's risk and provide necessary coverage in their contracts. Not all of these clauses will apply.*

## 10. Insurance:

10.1. Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein

## 11. Events Of Breach:

11.1 Breach by Contractor. Contractor breaches this Contract if:

11.1.2. 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;

11.2.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice; or

11.2.3. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after Department delivers notice of breach to Contractor or a longer period as Department may specify in the notice.

11.2. Breach by County. County breaches this Contract if:

11.2.1. County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice; or

11.2.2. County commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and County fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to County or a longer period as Contractor may specify in the notice.

## 12. Remedies:

12.1. County's Remedies. If Contractor is in breach, then in addition to the remedies afforded elsewhere in this Contract, County shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. County may, at Department's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:  
Termination of this Contract;

12.1.1. Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

12.1.2. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or

12.1.3. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to County's setoff right, without penalty.

12.2. These remedies are cumulative to the extent the remedies are not inconsistent, and County

may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section K.

12.2.1. Contractor's Remedies. If County is in breach of contract, Contractor's sole remedy is one of the following, as applicable:

12.2.2. For Services compensable on an hourly basis, a claim against County for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Department less any claims County has against Contractor.

12.2.3. For deliverable-based Services, a claim against County for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Department, less previous amounts paid and any claims County has against Contractor.

12.3. If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor, Contractor shall pay the excess amount to County immediately upon written demand.

**13. Insurance:** Contractor shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work. All insurance policies must contain a provision that states that no coverage will be cancelled, non-renewed, or restrictive endorsements added without thirty (30) days prior written notice to Klamath County.

13.1. Professional Liability Coverage: Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

**14. Assignment, Subcontracts:** Contractor shall not assign or subcontract this Contract, or any part thereof, without the written consent of the County, and any attempted assignment or subcontract in violation hereof shall be void.

**15. No Waiver:** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

**16. Amendment:**

16.1. This Contract and amendments to this Contract shall be in writing and will not be effective until approved by the Klamath County Board of Commissioners and the Contractor.

16.2. This Contract supersedes and cancels any prior contract between the parties hereto for similar services.

**17. Termination:**

17.1. This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.

17.2. The County reserves the right to terminate this Contract upon ten (10) days notice should the Contractor fail to comply with the provisions of Section 10, "Insurance", of this Contract.

17.3. The County reserves the right to immediately terminate this Contract upon loss of licensure of Contractor.

17.4. The County reserves the right to terminate this Contract with twenty-four (24) hours notice should the County find the Contractor has failed to provide the agreed upon services in keeping with the conditions of this contract, or relevant law, rule or regulation or has performed in a manner determined to have violated the civil rights of, or otherwise caused harm to, any individual serviced under this contract.

18. **Attorney Fees:** In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees costs and related expenses.

19. **Ownership of Documents:** All work the contractor performs under this Contract shall be the property of Klamath County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Contractor produces in connection with this Contract. The Contractor shall deliver these materials to the Contract Administrator upon termination of the Contract.

20. **Standards of Performance:** Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the County is purchasing.

20.1. Upon Contractors failure to perform scope of work or meet performance standards required by this contract, County reserves the right to individually or in combination:

20.1.1. Reduction or withholding of payment;

20.1.2. Right to require Contractor perform additional work necessary to perform statement of work or meet performance standards;

20.1.3. Declare contract to be in default;

20.1.4. Terminate the contract.

20.2. Seek damages and other relief available under this contract or applicable law.

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

22. **Notices:** Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by registered or certified mail, addressed to County or Contractor at the address set forth below, or to either party in any other manner prescribed by law:

**CONTRACT ADMINISTRATOR:**

**Department**

**Address**

(\*\*\*)\*\*\*\*\*

**COUNTY**

Klamath County Board  
of Commissioners  
305 Main Street  
Klamath Falls, OR 97601

(541) 883-5100

**CONTRACTOR**

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( ) \*\*

**KLAMATH COUNTY  
BOARD OF COMMISSIONERS:**

**CONTRACTOR:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Federal Identification No.

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
David P. Groff  
Klamath County Counsel