



**LANE COUNTY, OREGON**

**REQUEST FOR QUOTE (#21421)**

**Community Health Plan (CHP) Priorities  
Reedsport, Oregon (only)**

Responses due:  
**Noon, April 29, 2026**

Lane County  
Department of Health & Human Services  
Electronic submissions: [collette.christian@lanecountyor.gov](mailto:collette.christian@lanecountyor.gov)

## 1. ADVERTISEMENT FOR OFFERS

### Notice to Offerors

Pursuant to Lane County Contracting Policy 20.300.200, Lane County will receive offers for:  
Community Health Plan (CHP) Priorities

Until the Closing Date of:

Noon, Wednesday, April 29, 2026 (local time)

Submitted electronically through the Lane County Bid Locker website:

<https://bidlocker.us/a/lanecounty/BidLocker>

Single Point of Contact during solicitation process:

Questions related to the scope of work should be submitted electronically through the Lane County Bid Locker website.

All other questions related to the solicitation process may be sent to the public officer acting as the single point of contact for this solicitation  
[collette.christian@lanecountyor.gov](mailto:collette.christian@lanecountyor.gov)

### Project Description

Lane County is seeking quotes from qualified suppliers to provide quotes for the support of the 2026-2030 Community Health Implementation Plan (CHP) in **Reedsport, Oregon**. CHP community priorities are listed in Attachment A. For additional details regarding the CHP visit: <https://www.livehealthylane.org>.

The intent is to issue contracts with a term of (approximately) 7/1/2026 – 6/30/2028.

Anticipated awards will be \$50,000 per contract, or less. The intent is to issue at least two contract awards.

### Solicitation Documents

Interested parties may download a complete set of solicitation documents from the Lane County Procurement & Purchasing webpage at: [www.lanecounty.org/bids](http://www.lanecounty.org/bids). Changes to the solicitation document will be made only by written addendum. County will not email such addenda but will publish addenda on the Lane County Bid Locker site, <https://bidlocker.us/a/lanecountyor.gov>.

Offers properly submitted and received will be opened following the time offers are due, and a list of the Offerors and prices quoted will be promptly posted on the Lane County Bid Locker site.

### Pre-Offer Conference

None Scheduled.

## 2. PREPARATION AND SUBMISSION OF OFFERS

**2.1 Offer Preparation.** Offerors are responsible to read and understand all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their submittals. To be responsive, offers must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the solicitation. Offers must be submitted in the required form and containing all required documents and responses, be signed by the Offeror or its authorized representative, and submitted in the manner and number described in the solicitation.

**2.2 Addenda.** Changes to the solicitation document will be made only by written addendum. County will publish notice of addenda on the Lane County Bid Locker website stated above. Offerors should frequently check the website until closing, i.e., at least once

weekly until the week of Closing and at least once daily the week of Closing. Addenda shall not be issued within 72 hours of Closing unless the addendum also extends the Closing. The requirements or clarifications contained in any addenda issued must be included in the offers received and will become part of any resulting contract. Each Offeror is responsible to verify for itself if any addendum has been issued prior to submission of its Offer; the County is not responsible to notify individual prospective offerors of the issuance of an addendum. Statements made by County staff, or its representatives are not binding on the County unless confirmed by written addendum.

- 2.3 Offers Subject to Oregon Public Records Law.** Offers submitted in response to this solicitation 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. Offerors are required to acknowledge that any submitted materials 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. If an offer contains any information that is considered trade secret under ORS 192.345(2), that information must be marked with the following:

“This data constitutes a trade secret under ORS 192.345(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.345(2). Note that cost or price information must be open to public inspection.

If the County receives a records request, including subpoena, covering information the Offeror believes is covered by an applicable public records exemption, it is the Offeror’s responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

- 2.4 Nondiscrimination.** Submittal of an offer in response to this solicitation evidences offeror’s agreement that in performing the work called for by this solicitation and in securing and supplying materials offeror has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, sexual orientation, source of income, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a veteran as defined in ORS 408.225.

Each Offeror must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR parts 60 and 60-1) and all Oregon statutes and regulations regarding employment.

- 2.5 Offer Submission.** Offers must be submitted electronically through the County’s Bid Locker website and received by the time and date stated for receipt in the solicitation. To be considered, offers must be submitted in the form and manner stated in the solicitation, complete with an Offeror’s Statements & Certifications Form signed by the Offeror or its authorized representative and include all required documents in the format prescribed in this solicitation.

By submitting an offer, Offeror acknowledges that the Offeror has read and understands the terms and conditions applicable to this solicitation 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. The County is not liable for costs associated with preparation of offers in response to this solicitation.

**2.6 Correction, Withdrawal, and Late Submissions.** An Offeror may withdraw its offer at any time prior to the deadline set for receipt of offers, by email to the person identified for receipt of offers and may submit a new sealed offer in the manner stated in the solicitation. The County will not consider offers received after the time and date indicated for receipt of offers. An Offeror may not modify its offer after it has been submitted, other than to address minor informalities as defined by the County, unless the offer is withdrawn and resubmitted as described above.

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

**3.1 Clarifications.** Any questions, clarifications, modifications, or substitutions of the specifications or contract shall be submitted electronically through the Lane County Bid Locker website via the Questions/Answers module no less than seven (7) calendar days prior to the solicitation closing date.

If an interested party finds discrepancies or omissions in the solicitation documents, or is in doubt as to their meaning, they shall notify the public officer designated for receipt of offers 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 72 hours prior to the deadline for receipt of offers, and available on the Lane County Bid Locker website listed above. Addenda issued within 72 hours of Closing will also postpone the date for submission of offers. The requirements or clarifications contained in any addenda so issued must be included in the offers 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 solicitation 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 Or Equal.** Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, "or equal" follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Offerors may submit requests to offer an approved equal per the clarification process stated in 3.1 no later than 7 days prior to the Closing Date. Include detailed specifications, cut sheets, and modifications necessary that would make the offered item equal to the desired specifications.

Approval of alternate materials or processes shall rest solely with the County and all perspective offerors shall be notified of such approval by addenda.

### **4. OFFER EVALUATION AND AWARD**

**4.1 Responsiveness.** Offers will be reviewed by the public officer for responsiveness to the minimum requirements established by the solicitation, which include, but are not limited to:

- Submission of a completed Offer Statements & Certifications Form.
- Compliance with solicitation procedures, public contracting laws, and the requirements of the Lane Manual.
- Application of any applicable preferences for goods and services that have been manufactured, produced, or performed in Oregon (ORS 279A.120), Resident Bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).

**4.2 Offer Evaluation.** If the County awards a contract or purchase order, the County will award the contract or purchase order to the Offeror whose offer will best serve the interests of the County, taking into account price as well as considerations including, but

not limited to, experience, expertise, product functionality, suitability for a particular purpose, and contractor responsibility.

In evaluating offers and selecting a contractor, Lane County reserves the right to:

- Reject any and all offers not in compliance with all prescribed procedures, requirements, rules, or laws, and may reject for good cause any and all offers upon the County's finding that it is in the public interest to do so,
- Issue subsequent solicitations for the same or similar scope of work,
- Not award a contract,
- Award by item, group of items, or the entire offer,
- Award multiple offers,
- Waive any irregularities or informalities,
- Accept the offer which the County deems to be the most beneficial to the public and Lane County,
- Conduct discussions with apparent Responsive Offerors for the purpose of clarification to assure full understanding of the Offer, and
- Further question any Offeror to substantiate claims of experience, background knowledge, and ability.

- 4.3 Mistakes in Offers.** County shall reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents submitted with the Offer. County may waive, or permit an Offeror to correct, a minor informality.

## **ATTACHMENT A – SCOPE OF WORK & MINIMUM REQUIREMENTS**

1. **Introduction:** Lane County is seeking quotes from qualified suppliers to provide submissions for the following services in support of the 2026-2030 Community Health Implementation Plan (CHP) in **Reedsport, Oregon.**
2. **Project Background is provided in the Requirements table on the following page.**

**Scope of Work:** The services of one or more nonprofit organizations, governmental entities, agency, consortia, or other qualified partners are sought to help implement Community Health Improvement Plan (CHP) priorities within Reedsport, Oregon. This is part of Lane County's partnership with Trillium Community Health Plan (a Coordinated Care Organization(CCO)) to advance population level health and primary prevention.

Eligible projects must provide services in Reedsport, Oregon and have a direct connection to making progress on one or more of the three priority areas listed in section D of the Requirements table on the following page.

Please note: Projects proposed for funding must meet the Oregon Health Authority definition of community-level flexible services (OAR 410-141-3845(2), summarized in the Requirements table. **Projects will be reviewed by the Oregon Health Plan, to ensure eligibility as community-level flexible services before a funding agreement is finalized. This process may take up to 30 days, delaying contract confirmation of award into mid-June, 2026.** Additional information can be found at: <https://www.oregon.gov/oha/hpa/dsi-tc/pages/flexible-services.aspx>

<b>Requirements Table</b>
<b>A. Must meet the following definition of Community Level Flexible Services<sup>1</sup>:</b>
<p><b>Community-level flexible services are focused on improving the health of the whole community and the quality of health care. They do not include services that are covered by Oregon’s Medicaid State Plan. They are also not required administrative services. These services are meant to improve how care is provided and to support the health and well-being of members and communities.</b></p> <p><b>Please refer to pages 6-7 for a list of examples of community-level flexible services</b></p>
<b>B. Must meet ALL FOUR of the following criteria: (OAR 410-141-3845(2))</b>
<p><b>B1. Improve health quality;</b>  <b>B2. Increase the likelihood of desired health outcomes in a manner that is capable of being objectively measured and produce verifiable results and achievements;</b>  <b>B3. Be directed toward either individuals or segments of OHP members, or provide health improvements to the population beyond those enrolled without additional costs for the non-members</b>  <b>B4. Be based on any of the following: evidence-based medicine, widely accepted best practice, criteria issued by accreditation bodies, recognized professional medical associations, government agencies, or other national health care quality organizations.</b></p>
<b>C. Must meet AT LEAST ONE of the following criteria:</b>
<p><b>C1) Improve health outcomes compared to a baseline and reduce health disparities among specified populations</b>  <b>C2) Prevent avoidable hospital readmissions through a comprehensive program for hospital discharge.</b>  <b>C3) Improve patient safety, reduce medical errors, and lower infection and mortality rates.</b>  <b>C4) Implement, promote, and increase wellness and health activities.</b>  <b>C5) Support expenditures related to health information technology and meaningful use requirements necessary to accomplish the activities above that are set forth in 45 CFR 158.151 that promote clinic community linkage and referral processes or support other activities as defined in 45 CFR 158.150.</b></p>
<b>D. Must address AT LEAST ONE of the following CHP priority issues:</b>
<p><b>D1) Provision of Affordable, Inclusive Health Services.</b>  <b>D2) Services that will support community resilience and/or access to basic needs.</b>  <b>D3) Services designed to address the provision of supportive mental health services, the mitigation of substance use disorders or support for the social determinants of health.</b></p>

<sup>1</sup> This definition comes from the Oregon Health Authority, for additional guidance see: <https://www.oregon.gov/oha/hpa/dsi-tc/pages/flexible-services.aspx>

**Please note: The following types of expenditures and activities are not considered Flexible Services per Oregon Administrative Rule 410-141-3845(2)(c):**

- Those that are designed primarily to control or contain costs;
- Those that otherwise meet the definitions for quality improvement activities but that were paid for with grant money or other funding separate from revenue received through a CCO's contract;
- Those activities that may be billed or allocated by a provider for care delivery and that are, therefore, reimbursed as clinical services;
- Establishing or maintaining a claims adjudication system, including costs directly related to upgrades in health information technology that are designed primarily or solely to improve claims payment capabilities or to meet regulatory requirements for processing claims, including maintenance of ICD-10 codes sets adopted pursuant to the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d-2, as amended;
- That portion of the activities of health care professional hotlines that do not meet the definition of activities that improve health quality;
- All retrospective and concurrent utilization reviews;
- Fraud prevention activities;
- The cost of developing and executing provider contracts and fees associated with establishing or managing a provider network, including fees paid to a vendor for the same reason;
- Provider credentialing;
- Costs associated with calculating and administering individual member incentives; and
- That portion of prospective utilization that does not meet the definition of activities that improve health quality.

**Please note that the following are EXAMPLES of COMMUNITY-LEVEL FLEXIBLE SERVICES**

The following are examples of Approved Flexible Services Expenditures provided by Oregon Health Authority. You can view the complete list here. Please note that this document includes both member level and community level flexible services and this funding application is focused on community level flexible services:

<https://www.oregon.gov/oha/HPA/dsi-tc/Documents/FS-Example-Approved-Expenditures.pdf>

- Communications projects to raise provider and community awareness, increase use of naloxone and reduce the amount of unused prescription medications in the community.
- Community healing circles, emotional navigation support and other culturally specific services for Latino/a/x community members.
- County narcotics team provision of drug prevention trainings and educational opportunities to county agencies and individuals, including law enforcement personnel, schools, landlords and the public.
- Evidence-based, psychoeducational parenting program for fathers.
- Local organizations support foster family recruitment and retention through community education sessions, social and wellness events, and childcare supplies.

- Long-term mentoring program for children facing adversity and/or at risk of dropping out of school.
- Medical liaison program to increase communication and collaboration between Oregon Department of Human Services, medical providers and foster families.
- Online educational videos and support groups for pregnant people.
- Financial literacy counseling and community-wide classes on debt consolidation, budgeting, credit report reviews and managing housing and student loans.
- Additional resources for a mobile food pantry, including replacing a refrigerated vehicle, to ensure food is provided across a community's wide geography.
- Capacity building and resources for community kitchens, food banks, mobile food pantries and other community food programs to increase ability to provide food.
- Evidence-based nutrition education programs and cooking demonstrations provided in public schools and community centers to support healthy eating habits.
- Food bank programs that teach about growing food, food production, cooking or nutrition.
- School-based Garden program to increase understanding of food systems and local produce in lunches.
- Adverse childhood experiences (ACEs) and community resilience training for community members.
- Coordination and outreach to increase vaccine confidence and increase childhood immunization rates.
- Land use and homeownership training.
- Accessible playground equipment for a local park to increase access to green spaces and encourage physical activity.

**4: Deliverables. What to include in your submission** – Please address the following points in no more than four pages. These factors will be used to prioritize projects based on the scoring system, which is available upon request:

- **Project Description** – the proposal clearly states the goals and activities of the proposed project, confirms that the applicant has reviewed requirements in sections A and B of the Requirements Table and clearly connects the project to at least one of the requirements in sections C and D from the Requirements Table.
- **Demonstrated Community Need** – the proposal demonstrates strong community understanding and why the proposed project meets a community need.

- **Community Partnership** – the proposal demonstrates an awareness of current and potential partners and willingness to collaborate.
- **Measurable Impact** – the proposed project has clearly articulated measures of success that connect to anticipated longer term outcomes.
- **Opportunity** – the proposal identifies a goal and, if applicable, targeted strategies to support specific segments of the community.
- **Sustainability** – there is an intent and plan to continue the work past this funding period.
- **Community Presence** – do you have a physical presence (space, staff, etc.) in Reedsport, Oregon. Or will you obtain one for this project?
- **Budget** – the following template may be utilized, but it is not required that this format be submitted.

**Budget** (not included in page total) - Please include a proposed budget using the following template, if possible. Please note that the County requires proof of Workers' Compensation coverage for all direct hire staff, proof of sufficient Auto insurance, if required by the offered services and Commercial General Liability coverage in the Amount of \$2MM/\$4MM, with the County as an additional named insured, by Endorsement. If there is an additional cost to meeting these requirements, that is an eligible cost. Administrative expenses should not exceed 15% of the total budget.

Budget Item	Wages	Benefits	All Other
<b>Personnel</b>			
% FTE			
% FTE			
<b>Total Personnel</b>			
<b>Materials &amp; Services</b>			
Materials & Services			
Mileage			
Administrative			
<b>Total</b>	\$0	\$0	\$0
<b>Total Contract</b>	\$0	\$0	\$0

- 5. Timeline.** Responses are due by Noon, on Wednesday, April 29, 2026 to: [collette.christian@lanecountyor.gov](mailto:collette.christian@lanecountyor.gov) Late submissions will not be considered.
- 6. Minimum Requirements.** To be considered for award, Offeror must meet the following minimum requirements at the time of offer submission.
  - 6.1** Offer must be deemed a Responsive Offer as defined in OAR 137-046-0110.

- 6.2 Experience successfully performing similar work.
- 6.3 Be in possession of all required certifications, licenses, and required registrations to legally perform the work.
- 6.4 Commit to meeting the highest standards prevalent in the industry or business most closely involved in completing the Scope of Work.
- 6.5 Services must be provided in Reedsport, Oregon.

## **ATTACHMENT B- REQUIRED SUBMITTALS & EVALUATION CRITERIA**

1. **Required Submittals.** The following documents shall be submitted for an Offer to be considered Responsive:
  - 1.1. A completed Offeror's Statement and Certification, pages 10-11
  - 1.2. Deliverables and Budget as set forth in Item 4, above.
2. **Evaluation Criteria**
  - 2.1. Offeror must be deemed a Responsible Offeror as defined in OAR 137-046-0110.
  - 2.2. Offers will be evaluated based on price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, and contractor responsibility.

# **OFFEROR'S STATEMENTS AND CERTIFICATIONS FORM**

Offeror's Name: \_\_\_\_\_

Solicitation Title: \_\_\_\_\_

## **OFFEROR STATEMENTS**

Offer. Offeror offers to provide the required goods or services in accordance with the requirements of the solicitation stated above and the enclosed offer. The undersigned Offeror declares that the Offeror has carefully examined the above-named solicitation including all addenda, and that, if this Offer is accepted, Offeror will execute a contract with the County to furnish the goods or services of the Offer submitted with this form. Offeror attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this Offer, and that the person signing has the authority to represent the individual or organization in whose name this Offer is submitted.

Offeror's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Offeror accepts all terms and conditions of this solicitation, sample contract, and insurance requirements. Offeror agrees that the offer submitted for this solicitation will remain irrevocable for a period of 60 days from the date offers are due.

Offeror's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Offeror acknowledges that its entire offer is subject to Oregon Public Records Law (ORS 192.410–192.505) 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. Offeror agrees that all information included in this offer that is claimed to be exempt from disclosure has been clearly identified either in the Offeror Statement, or in an itemization attached hereto. Offeror further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

## **ADDENDA**

Offeror has received and considered, in the accompanying offer, the terms of the following addenda, if any:

\_\_\_\_\_

## **CERTIFICATIONS**

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

1. Certification of Resident Bidder Status. Offeror is \_\_\_\_\_ is not \_\_\_\_\_ (check one) a Resident Bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Offeror 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 offer is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making an offer for the same services and is in all respects fair and free from collusion or collaboration with any other Offeror.
4. Certification of Compliance with Tax Laws. Offeror has, to the best of Offeror's knowledge, complied with Oregon tax laws in the period prior to the submission of this offer, 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 Offeror 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.**

**OFFEROR**

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

\_\_\_\_\_  
Offeror's legal name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS OFFER

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

**ATTACHMENT C – SAMPLE CONTRACT AND INSURANCE REQUIRED**

1. **CONTRACT FORM.** The contract resulting from this solicitation will be prepared using the standard Lane County contract form checked here. The contract format follows. Please note that this is not the format for an intergovernmental agreement. That format can be provided upon request from: [collette.christian@lanecountyor.gov](mailto:collette.christian@lanecountyor.gov)

Other contract form included with this solicitation

2. **INSURANCE REQUIREMENTS.** The insurance requirements for the contract resulting from this solicitation will be as stated below. The County's Insurance Coverages Required (Standard) form may be downloaded from the Lane County Procurement & Purchasing webpage at: [www.lanecounty.org/bids](http://www.lanecounty.org/bids).

Insurance Coverages Required (Standard)

LANE COUNTY GENERAL SERVICE CONTRACT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows-

1. CONTRACTOR will meet all requirements laid out in Exhibit A - Additional Terms and Conditions, including Business Associate Agreement language if included.
2. CONTRACTOR's Services: CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY, the necessary services to conduct the specific programs described in Exhibit B- Program Plan by this reference made a part hereof at a funding level described in Exhibit C - Budget Plan by this reference made a part hereof.
3. Match: CONTRACTOR will provide non-federal match at a level indicated in Exhibit D - Match.
4. Standard Provisions: CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit F- Lane County Standard Provisions, by this reference incorporated herein.
5. Federal Terms and Conditions: CONTRACTOR agrees to comply with Exhibit G - Federal Terms and Conditions by this reference made a part hereof, if applicable to this Contract.
6. Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. COUNTY may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving CONTRACTOR not less than 30 days' advance written notice. If COUNTY reasonably believes that CONTRACTOR is in material breach of CONTRACTOR's obligations or any representation or warranty contained in this Contract, upon notice to CONTRACTOR of such breach and failure of CONTRACTOR to cure such breach within 7 days of receipt of COUNTY's notice, COUNTY may terminate this Contract.
7. Multiple Counterparts: This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute an original.
8. Authorized Representative: Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified, notice may be given to the person executing the Contract on behalf of that party.
9. Payment of Contract: Contracts are paid through monthly invoicing. Contractor may request payment no more frequently than one time per month. Payment will be made by COUNTY no more frequently than one time per month.

10. Contractor Certifications: BY EXECUTION OF THIS CONTRACT, THE PERSON SIGNING THIS CONTRACT CERTIFIES TO COUNTY THAT:
- a. The person signing this Contract has the power and authority to execute this Contract on behalf of CONTRACTOR, and to bind CONTRACTOR to its terms,
  - b. CONTRACTOR will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work.
  - c. CONTRACTOR has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225,
  - d. All staff and volunteers used in any program receiving funding from the Department of Human Services (DHS), Oregon Health Authority (OHA), Department of Education (DOE) or the Employment Division or is licensed by DHS, OHA, DOE or the Employment Division will complete a criminal history check per ORS 181A.190 through 181A.200 and will not have unsupervised contact with clients prior to approval by DHS, OHA, OYA, DOE or Employment Division, and
  - e. CONTRACTOR has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
    - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
    - (ii) 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
    - (iii) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
  - f. Pursuant to ORS 305.385(6) and OAR 150-305-0302, CONTRACTOR hereby swears and affirms under penalty of perjury that, to best of my knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380 (4)(a).
11. Precedence: In the event of a conflict between the requirements of any documents in this Contract, the conflict must be resolved in the following order of precedence: first, this Lane County Contract Boilerplate then in order: Exhibit A, Exhibit F, Exhibit H, Exhibit B, Exhibit C, other Exhibits.

## STANDARD COUNTY CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of the Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor that is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.
2. **INSURANCE AND INDEMNIFICATION**
  - 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
  - 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
  - 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under the Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
  - 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under the Contract.
  - 2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor must indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses, and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under the Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County.
  - 2.6 **Intellectual Property.** If the Work of the Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification must extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trademark, or other proprietary right of any third party.
3. **CONTRACTOR'S OBLIGATIONS**
  - 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
  - 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
  - 3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
  - 3.4 Contractor agrees that any prepayment issued by Lane County will be returned if this agreement is terminated.
  - 3.5 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits, or certificates before performing any work.
  - 3.6 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will assume responsibility for satisfaction of any lien so filed or prosecuted and must defend against, indemnify and hold the County harmless from any such lien or claim.

- 3.7 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies, and transcripts. Contractor must retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.8 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: [www.lanecountyor.gov/bids](http://www.lanecountyor.gov/bids).
- 3.9 Contractor must report to Lane County, either verbally or in writing, if they have reason to believe that a principal, employee, agent, subcontractor, vendor, program applicant and/or program participant may have committed fraud, misrepresentation, falsifying data system input; made a false claim or committed a prohibited act under the Oregon False Claims Act; has committed an ethical violation; has committed criminal or civil violation of laws pertaining to bribery, gratuity, conflict of interest; or has committed other acts of misrepresentation or conspiracy to engage in misrepresentation in connection with this Contract or any moneys paid under this Contract.

Such reporting may be made through one of the following mechanisms:

- **Lane County Fraud, Waste, and Abuse Toll-Free Telephone Hotline**
  - English Speaking 844-290-0008
  - Spanish Speaking 800-216-1288
- **Lane County Fraud, Waste, and Abuse Website**
  - [www.lighthouse-services.com/lanecounty](http://www.lighthouse-services.com/lanecounty)
- **Lane County Fraud, Waste, and Abuse Email**
  - [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com)
- **Lisa Nichols, Quality & Compliance Manager**
  - [Lisa.Nichols@lanecountyor.gov](mailto:Lisa.Nichols@lanecountyor.gov)

Contractor will make available the above listed reporting information to all employees, agents, and subcontractors in connection with this Contract. Reporting will not result in retaliation or retribution. The information reported may be the basis of an internal and/or external investigation and will be protected to the extent possible by law. Contractor has the option of remaining anonymous though, by doing so, Lane County's ability to conduct an investigation may be limited.

- 3.10 **Ownership of Work Product.** All work product created by Contractor pursuant to the services provided under the Contract, including derivative works and compilations of work product, whether or not such work product is considered a work made for hire or an employment to invent, is the exclusive property of County. County and Contractor agree that such work product is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the work product is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of Contractor's rights, title, and interest in all work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such 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.

**3.10.1 Contractor Intellectual Property.** In the event that a deliverable provided by Contractor under the Contract is a derivative work based on Contractor's Intellectual Property, or is a compilation that includes Contractor-owned intellectual property, 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 pre-existing elements of the Contractor Intellectual Property employed in any deliverable.

**3.10.2 License in Third-Party Intellectual Property.** In the event that a deliverable provided by Contractor under this Contract is a derivative work based on third-Party intellectual property, or is a compilation that includes third-party intellectual property, Contractor will secure on County's behalf and in the name of County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the third-party intellectual property employed in the deliverable, and to authorize others to do the same on County's behalf.

**3.10.3 No Rights.** Except as expressly set forth in the Contract, nothing in the Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by County. Except as expressly set forth in the Contract, nothing in the Contract may be construed as granting to or conferring upon County any right, title, or interest in any contractor-owned intellectual property that is now owned or subsequently owned by Contractor.

**3.10.4 Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in the Contract.

#### **4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW**

- 4.1** Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2** Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3** Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4** If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5** Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6** Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7 Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: [www.dol.gov/olms/regs/compliance/EO13496.htm](http://www.dol.gov/olms/regs/compliance/EO13496.htm)), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8 Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, may make, or causes to be made that pertains to this Contract or to the Work of the Contract.
- 4.9 Compliance with Law.** In connection with its activities under the Contract, Contractor must comply with all applicable federal, state, and local law.

#### **5. MODIFICATION AND TERMINATION**

- 5.1 Modification.** No modification or amendment to the Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.
- 5.2 Termination:**
  - 5.2.1** The parties may jointly agree to terminate this Contract at any time by written agreement.
  - 5.2.2** County may terminate the Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.
  - 5.2.3** If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in the Contract, County may suspend the Work of the Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate the Contract.
  - 5.2.4** County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of the Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year or determines that termination of the contract is required for the public interest; or (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract; or (3)

if County's funding source(s) eliminates, reduces, or freezes any funding the County is relying upon for this Contract, County may terminate the Contract immediately upon notice to Contractor.

**5.2.5** County may terminate the Contract immediately and without prior notice upon any of the following:

- If Contractor fails to have in force any insurance required by this Contract; or
- If Contractor breaches the County's security requirements; or
- If Contractor fails to maintain any certificate of license required for performance of the services described herein.

**5.2.6** Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date. No claim for loss of profits will be allowed.

**5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

**5.4 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

## 6. DISPUTES

**6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under the Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

**6.2 Choice of Law, Venue, and Jurisdiction.** Pursuant to ORS 15.320, all matters in dispute between the parties to the Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

**6.3 Attorney Fees.** In the event an action, suit, proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party will be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

## 7. MISCELLANEOUS PROVISIONS

### 7.1 Taxes.

**7.1.1 County's Tax-Exempt Status.** County is a political subdivision of the State of Oregon and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

**7.1.2 Contractor's Taxes.** Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

**7.2 Public Records.** The parties acknowledge that the Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agree that County will have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

- 7.3 Confidentiality and Protection of Consumer Personal Information.** If Contractor as part of the work of the Contract receives any consumer personal information, Contractor must maintain confidentiality of such consumer personal information and may not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under the Contract, except upon written consent of County and, if applicable, the employee, client, applicant, or person. Contractor must ensure that its officers, employees, agents, and subcontractors understand and comply with the confidentiality provisions of the Contract. If Contractor owns, maintains, or otherwise possesses data that includes a consumer's personal information, Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information, and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.) throughout the term of the Contract.
- 7.4 Merger and Construction.** The Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements, and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 7.5 Waiver.** Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of the Contract.
- 7.6 Severability.** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.7 Survival.** The provisions of the Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees, and, if included in the Contract, attorney fee provisions and limitations will survive termination or completion of the Contract.
- 7.8 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of the Contract.
- 7.9 Non-Assignment.** Contractor may not assign or transfer its interest in the Contract without prior written approval of County.
- 7.10 Binding on Successors and Assigns.** The provisions of the Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.11 Intergovernmental Cooperative Purchasing Statement.** Pursuant ORS 279A.200 through ORS 279A.225, County grants to other public agencies the ability to purchase the goods and services that are within the scope of this contract from the Contractor under the terms and conditions of this contract. Any such purchase shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to the County.
- 7.12 No Third-Party Beneficiaries.** County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in the Contract.
- 7.13 Headings.** The headings and captions in the Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.
- 8. FEDERAL PROVISIONS.** The following provisions will apply to all County procurements of Goods or Services when part of carrying out a Federal award:
- 8.1** Contractor must not be excluded or disqualified from receiving federal funds or performing work on a federally funded project.
- 8.2** Contractor must certify that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
- 8.3** Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor will require all subcontractors to submit certify to the same.
- 8.4** Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).

**8.5** In the performance of this contract, the Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**8.6 Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor must report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor will describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any

additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**8.7 Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

### Commercial General Liability

#### MINIMUM POLICY LIMITS

- \$2 million per occurrence/\$4 million aggregate
- Amount required by funding source
- Other - Amount approved by Risk Manager or required by contract

Policy must include:

- . Commercial General Liability
- . Damage to Rented Property (\$50,000)
- . Medical Expenses (\$5,000)
- . Personal and Advertising (Same as per occurrence)
- . Products/Completed Operations (Same as per occurrence)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

Aggregate Limits: Per Policy

### Automobile Liability

#### MINIMUM POLICY LIMITS

- \$2 million combined single limit per accident for bodily injury and property damage
- Statutory Amount
- Amount required by funding source
- Other - Amount approved by Risk Manager and required by contract

Insurance with limits as specified below. Coverage shall include owned, hired and non-owned autos and include Lane County and its divisions, commissioners, officers, agents, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

### Workers' Compensation and Employer's Liability

#### MINIMUM POLICY LIMITS

- Statutory amount (currently \$500,000 in Oregon, other states may vary)
- Other: minimum of \$1,000,000 when not regulated by statute

As statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

### Additional Insured Clause ADDITIONAL INSURED ENDORSEMENT. The insurance coverages required for performance of this contract shall include an Additional Insured Endorsement, either:

1. By Scheduled or named (not blanket or by written contract requirement) endorsement to name "State of Oregon, Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds" on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by separate endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract; OR
2. By Blanket endorsement or by written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract MUST include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided.

Aggregate Limits:

**\*Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**

CERTIFICATE HOLDER: Lane County, its officers, agents, employees and volunteers.

LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER. The policy limits specified above are minimum requirements; Lane County reserves the

right to claim up to the policy limits. All coverage's are Primary and Noncontributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverage's does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage's within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

**DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.**

*Rev. RM 7/5/2022*