

# REQUEST FOR PROPOSALS

For a Transfer Station Scale House Software System at Columbia County, Oregon

**Proposals due November 28, 2017 by 5pm**

## **Columbia County Mission**

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.

COLUMBIA COUNTY, OREGON

**Issued November 7, 2017**

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## SECTION I INVITATION TO SUBMIT PROPOSALS

Columbia County, Oregon (County) is requesting Proposals from qualified vendors to provide a Transfer Station Scale House Software System (TSSH Software System) to be used county-wide. The County seeks to offer a single contract to the Proposer who submits the most advantageous Proposal in compliance with this Request for Proposals (RFP). However, if a third-party solution is recommended with the chosen vendor, this must be clearly established in the Proposal and conveyed as instructed.

This RFP is being issued under the authority of the Columbia County Board of County Commissioners. The Columbia County Land Development Services Director, Todd Dugdale, has been named as the project manager and will oversee all aspects of the project, subject to review by the Columbia County Board of County Commissioners.

Note that all Proposals submitted are public documents, subject to public disclosure. Trade secrets and confidential information must be clearly marked as confidential, and may still be disclosed, if County Counsel deems it to meet public records disclosure requirements. Pricing information will not be considered confidential. The firm(s) or individual(s) selected through this RFP process will be expected to cooperate fully with the County and its staff throughout the contract period.

Proposals will be received until 5:00 p.m. on November 28, 2017. Proposals received after that time will not be accepted.

Proposals shall be delivered to Columbia County:

Columbia County Courthouse  
Attention: Jewelee Bell, Contracts and Procurement Specialist  
230 Strand Street  
St. Helens, Oregon 97051

Contacts:

RFP process: Jewelee Bell, Contracts and Procurement Specialist  
Phone: 503-397-7245  
[jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us)

Project implementation: Todd Dugdale, Director  
Land Development Services

## SECTION II PROJECT INFORMATION

### A. Current Environment

The Columbia County Transfer Station Scale House is a facility operated by a contracted integrated waste and recycling services company, but overseen by Columbia County Land Development Services. Hudson/Waste Connections is currently contracted to manage and operate all of the functions of the Transfer Station, including the recycling center. The County contracts with Clean Harbors to conduct the three hazardous waste collection events per year.

The Transfer Station is open from 8:00 am to 5:00 pm, Monday through Saturday. The current operation includes the use of two workstations, one for weigh in and one for weigh out. An IQ Plus 355 Digital Weight Indicator from Rice Lake Weighing Systems is connected to the workstation via a serial to USB connection to provide weight information to the existing TRASH FLOW software application

The County has two basic customer types: Self-Haul (residential or business – this customer pays at the scale house window on their way out) and Commercial (these accounts receivable customers are invoiced at the end of the month).

Daily customers may pay with cash, check or credit card. Currently the credit card interface is a separate web-based system, requiring dual data entry by the scale house attendant. The ability to integrate credit card processing to improve efficiency is of interest. As payment methodologies continue to evolve, a description of the Proposer's approach to new payment technologies (smart phone, etc.) is also of interest.

Recycling data and Household Hazardous Waste data is tracked on spreadsheets for the Oregon Department of Environmental Quality. Samples of these spreadsheets are attached as Exhibits.

Any proposed replacement application would be expected to provide, at a minimum, the existing TRASH FLOW software functionality as well as offering online bill payment and other enhancements (i.e. programmatic reports by weight, volume, type of material, day of week, customer, etc.)

Due to connectivity constraints between the County and Transfer Station facilities, the County prefers that a replacement application is a cloud-based solution that will accommodate easy accessibility for both contracted Transfer Station employees and County staff providing oversight and management of the operations.

### B. Scope of Services

The County is requesting Proposals from qualified vendors for a Transfer Station Scale House Software System that not only meets the requirements set forth in this RFP, but also provides a high degree of online security while offering a convenient and robust customer self-service payment interface. The County expects to enter into a five-year contract for the software implementation, training and support services, renewable for five additional one-year terms.

The scope for the system functionality includes:

- Security
- Connectivity
- Reporting
- User Interface
- Licensing
- Online Payment and Invoicing
- Content Migration
- Training

- Technical Support

Details on desired functionality in each of these areas as well as general system capabilities across these functional categories, technical/security requirements and reporting and analytics needs are found in Attachment D – Functional Requirements.

Although the County believes that a web-based interface (some level of cloud solution) will best serve its distributed environment as well as best position it for the future, the County is open to considering client-server solutions. Proposers are welcome to propose both options.

### C. Project Objectives and Background

Project governance has been established in the Transfer Station Scale House Software System Project Charter. While the Board of County Commissioners retains ultimate authority over vendor selection, contract negotiation and implementation, project governance has been delegated as summarized in the table below.

Role	Resource	Commitment
Project Sponsor / Project Manager	Todd Dugdale, Director, Land Development Services	Support project by securing resources, approving scope changes, provide strategic direction and ensure project moving forward with County staff and selected vendor.
Project Team / Selection Committee	Representatives of: Land Development Services Finance IT Consultants (Clark Nuber and Waste Connections)	Responsible for overall guidance and direction of the project. Active in logistics of scheduling, completing tasks, readiness, evaluation of proposals, recommend vendor selection to the Board of County Commissioners for approval, and implementation tasks throughout the project timeline. Vested with decision making ability to resolve issues and policy conflicts on the project.
Subject Matter Experts (SME)	Land Development Services staff, County Counsel, Department Heads, Transfer Station Scale House staff, and departmental staff as needed over the life of the RFP and implementation	Participate in user needs assessments, assist in developing and validating functional requirements of new processes and/or systems, system selection process, implementation duties including testing and developing training materials.

The County will implement the chosen software solution with a minimum of modification to the delivered product, thus allowing the County to take advantage of industry best practices and keep life cycle maintenance costs low. Policies and rules for internal controls will be configured into the system to the greatest extent possible to minimize redundant approval processes. Business process changes may make small – or significant – adjustments to the way the community does business with the County; a public information component will be required as part of these process updates. All users that access the system will do so using an approved standard hardware/software configuration where the software is current and patched to minimize security risks. All employees whose job functions change due to the implementation of the new software system will be provided training to learn new skills.

## D. Technology Environment

Several basic technology infrastructure projects are underway at the County currently that may be relevant for the implementation of the scale house software system. The following information on the County's technology infrastructure may be directly or indirectly of interest to Proposers. Any required upgrades, incompatibilities or other issues relevant to the ability of the County to optimally implement the proposed solution from a technology perspective should be noted in the Proposal.

Office productivity applications in use/being deployed across the County:

- Email: moving from g-mail to exchange online, planned March 2018
- MS Office 2016 Standard rollout planned for Spring 2018.

Public facing systems:

- Website/CRM (vendor selection process underway)
- Helion/GeoMoose to provide property assessment and tax information hosted by Helion
- ESRI cartographic Mapping and GIS tool available through County website

County compliance obligations associated with technology and operations include:

- HIPAA
- CJIS
- PCI

Network and Operating System details:

- Standard Windows Active Directory enabled network
- Limited wireless network access is not currently available through the County at the Courthouse or transfer station facilities.
- Desktop computers standardized on Windows 7. Will be moving to Windows 10 in fall of 2018.
- Wide Area Network (WAN) connections between facilities are currently very limited. VPN access, firewall – to – firewall, is set up over non-SLA internet connections from local cable and telecom providers.
- VPN access for staff is planned, within the next year, but has not been implemented as of yet. Bids are in progress for a replacement phone system, moving from a traditional PBX to a voice over internet protocol (VoIP) system. Funding for this project has not yet been approved, but the project has been noted as a priority.

Internet connectivity County facilities:

All County facilities have a minimum 8MB internet connection, with the Courthouse and Justice Facilities having 50Mb connections. Internet speeds should be adequate for most cloud-based software implementations. Client-server applications will be limited by inter-building connections which are considerably slower.

Relevant server information:

The County server infrastructure is a VMware based virtual server system running Windows 2012 Server DataCenter version connected to an HP SAN with 10k SAS drives. There is significant capacity for multiple servers, even high IOPs SQL servers, running virtually.

Desktop Systems:

The current County desktops are primarily HP Elitedesk computers ranging from 10+ year old Pentium 4 to new Intel i7 processors with 8GB RAM and 256GB SSD drives. All our systems run

Windows 7 and are regularly patched for security and functionality.

#### Mobility:

Currently, the County has very little mobile technology or interfaces in use. In addition, the rural nature of the County means that large areas of the jurisdiction have spotty wireless connectivity service.

Nevertheless, the ability to interact with the public and consider applications that allow staff greater flexibility in the execution of their work is of interest to the County. While not a priority for near term implementation, understanding what options might be available in the future as well as the Proposer's own solution development plans for mobile applications and functionality is of interest to the County.

#### E. Data Conversion

Data that will need to be converted into the scale house software as part of the system set up includes:

- Rates
- History – past three years of activity
- All accounts receivable and customer data

Proposers may recommend additional data imports or conversions that will optimize the functionality of their proposed systems.

Note: The County reserves the right to make additions and changes to the above list of data conversion requirements.

## SECTION III GENERAL INSTRUCTIONS

#### A. RFP and Anticipated Project Schedule

Significant dates to remember include:

- RFP Issued November 2, 2017\*
- Deadline for proposer's requests for clarifications or questions November 15, 2017)\*
- Issue Q&A document November 20, 2017
- **Deadline to submit Proposals 5:00 P.M. November 28, 2017\***
- Evaluation and scoring of proposals completed December 14, 2017
- Vendors notified regarding demonstrations by December 18, 2017
- Demonstrations week of January 8, 2018
- Notice of Intent to Award February 21, 2018
- Final Contract signing by February 28, 2018
- Scale house software implementation start date March 1, 2018
- System Go-Live date July 1, 2018

With the exception of the dates marked with an asterisks (\*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for confirming all other applicable deadlines. All times are listed in Pacific Time.

#### B. Administrative Information

This RFP is issued under the authority of Board of County Commissioners, 230 Strand Street, St. Helens, Oregon 97051. This RFP and any subsequent RFP information may be reviewed at the following web site at:

<http://www.co.columbia.or.us/requests-for-proposals>

Proposers requesting additional information, clarification or interpretation, or Proposers reporting any ambiguity, inconsistency or error in this RFP shall communicate, in writing, with the County's Contracts and Procurement Specialist, Jewelee Bell, [jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us), no later than November 15, 2017. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum, posted on the County website and will be emailed to all vendors known to have received the RFP. Supplements, interpretations, corrections or changes that are not in writing are not binding on the County.

The Proposer is responsible to ensure that all of the listed RFP materials have been received and are included. Any missing portions of this RFP can be obtained by contacting the County's Contracts and Procurement Specialist.

It is extremely important that Proposers respond to all portions of this RFP as completely and professionally as possible. An incomplete or uncoordinated Proposal will be judged as indicative of the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation in writing.

A list of all solicited vendors will be provided to any Proposer upon receipt of a written request.

#### C. Proposal Submittal and Deadline

Proposers must submit **one signed original of the complete Proposal**, including all documents and forms required in this RFP **plus one electronic copy of the complete Proposal** on a USB flash drive. Use file formats indicated in Attachment B – Submittal Checklist.

The original Proposal shall be submitted on white 8.5" x 11" paper, printed on both sides whenever possible, and using a minimum 12 point font. Color is acceptable, but content should not be lost by black-and-white scanning or copying. Do not include general sales brochures.

All Proposal materials must be submitted in a sealed envelope or package clearly marked on the outside with the Proposer's company name and "Proposal for Transfer Station Scale House Software System" or equivalent.

Proposals may be submitted by mail or in person to the Columbia County Courthouse, Attn. Jewelee Bell, Contracts and Procurement Specialist, 230 Strand Street, St. Helens, Oregon, 97051 and must be received no later than 5:00 p.m. on November 28, 2017 to be considered for purposes of evaluation.

#### D. Proposal Opening

All Proposals received will be reviewed for compliance with the requirements of this RFP by the Contracts and Procurement Specialist. Proposals received after the specified date and time will not be accepted for evaluation. Proposals received will not be available for public inspection until the evaluation process has been completed and the Notice of Intent to Award has been issued.

#### E. Modification or Withdrawal of Proposal

By submitting a Proposal, Proposer agrees that the Proposal is a firm offer for 120 days following the date and time for receipt of Proposals. Prior to the time and date designated for receipt of Proposals, Proposals may be modified or withdrawn only by notice to the County at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of Proposer and submitted to Jewelee Bell at



[jewelee.bell@co.columbia.or.us](mailto:jewelee.bell@co.columbia.or.us), by facsimile 503-397-7251 or in person prior to the date and time designated for receipt of Proposals. Withdrawn Proposals may be resubmitted prior to the date and time designated for the receipt of Proposals, provided that the Proposal is submitted in compliance with the RFP.

#### F. Protest Procedures

In accordance with ORS 279B.405, ORS 279B.410, OAR 137-047-0730 and OAR 137-047-0740, all protests of solicitation or selection processes are limited to the following issues and filing times:

1. Solicitation protest (ORS 279B.405 and OAR 137-047-0730): Unless a different deadline is specified in the RFP, or other solicitation documents, prospective public goods and services contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions no later than ten (10) calendar days prior to the close of the RFP or other solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. No protest against selection of public goods and services contractor or award of a public goods and services contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.
2. Selection protest (ORS 279B.410 and OAR 137-047-0740): Every public goods and services contractor who submits a Proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked public goods and services contractor. Unless a different deadline is specified in the RFP, a public goods and services contractor who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing a public goods and services contractor, shall have seven (7) calendar days after the date of the notice of selection to file a written protest of the selection with the Finance Department. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked public goods and services contractor eligible for selection, i.e., the protester must claim that all higher ranked public goods and personal services contractors were ineligible for selection because their Proposals were non-responsive or the public goods and services contractors non-responsive. The Finance Department shall not consider a selection protest submitted after the time period established in this subparagraph, or in the RFP if a different deadline is provided in the RFP.
3. The County shall promptly issue a written decision on the protest.
4. Review of the County's disposition of a written protest submitted in accordance with subparagraphs (1) and (2) shall be available by filing a written request for review of the Finance Department's disposition with the Board of County Commissioners within seven calendar days. The County's Purchasing and Contracting Rules are available for review by contacting the Office of County Counsel at 230 Strand, Room 318, St. Helens, Oregon 97051 or 503-397-3839.

#### G. Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for demonstrations and contract negotiations, shall be entirely the responsibility of the Proposer.

## SECTION IV PROPOSAL FORMAT

The submitted written Proposal must utilize the format and content detail listed, and should be organized in the same order as identified below.

Attachment B - Submittal Checklist may be used to verify that all required documents, forms, and attachments have been completed and submitted with the Proposal as instructed.

### A. Cover Letter

Include an introductory cover letter with a brief explanation of why your firm is qualified to provide a Transfer Station Scale House Software System for Columbia County. Please also note why you are interested in working with Columbia County.

The name and signature of the proposing firm's authorized representative, as well as his/her mailing address, telephone number and email address, must be provided. The Proposal must be dated on this page. The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP, and specifically those listed below:

1. All data presented in the Proposal is accurate and complete.
2. Acknowledgment that the Proposer has read and understood the RFP, and the Proposal is made in accordance with the contents of the RFP unless otherwise noted in the Proposal.
3. The Proposal shall remain valid for one hundred twenty days after date and time for receipt of the Proposal (approximate length of implementation).
4. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of the Proposal.

### B. Statement of Assurance

Provide a statement of assurance that Proposer is not currently in violation of any regulatory agency rules or, if in violation, that the violation does not have a material adverse effect on Proposer's ability to perform under a contract resulting from this RFP.

Provide a statement of assurance that Proposer has reviewed the sample contract and is prepared to sign the contract in that form. Any proposed changes to the terms and conditions should be noted in this section of the Proposal.

### C. Insurance

The successful Proposer will be required to provide proof of insurance demonstrating current coverage for liability in the amount of \$2,000,000; Errors and Omissions coverage in the amount of \$2,000,000; and cyber liability coverage in the amount of \$2,000,000.

### D. Customers and References

Provide three references from current or former clients for similar projects performed for any clients within the

last five years. References must be able to verify the quality of previous, related work.

#### E. Table of Contents

A listing of all major and sub-major topics and associated page numbers must be included.

#### F. Statement of Qualifications

##### 1. **Proposer Company Information**

Provide a brief history of the company and explanation of why your firm is qualified to provide a TSSH Software System for Columbia County along with the project support services included in this RFP. Include a discussion of the implementation and training philosophies that will be used for contracted and County staff. Successful achievement of results when carrying out similar projects for other local government clients is of interest.

##### 2. **Experience and Qualifications**

Proposer should provide evidence within their Proposal that they meet the following qualifications:

- five years' previous experience with implementing, managing, and training on use of Scale House Software Systems

If the Proposal includes services from another vendor, please discuss the qualifications of that vendor as well.

##### 3. **Company Background**

Submit a copy of Attachment C - Company Background Form for Proposer and one for each third-party vendor or subcontractor included in the Proposal.

##### 4. **Proposer Key Personnel**

Identify the key personnel, including project manager and training staff, proposed to work on the TSSH Software System implementation, training and support services. Include the following information for all key personnel:

- relevant professional experience and qualifications
- background in local government implementations of proposed solution(s)
- location where the person is based
- resume for each key person (not to exceed 2 pages each)

Identify the Proposer's relationship manager(s) who will work with the County after the software acceptance milestone has been achieved; discuss relevant experience and expertise in local government system support needs.

For those Proposers with key personnel outside the Portland, Oregon metro area, describe how you will address the challenges of working remotely on this project.

G. Software System Requirements

1. **Software and Technical Integration**

a. **Software solution**

To describe the software solution, Proposers will provide responses to the listed functional requirements in Attachment D by completing the code and comments columns.

<b>Functional Requirements Responses</b>	
<b>Available Responses</b>	
Y	Yes - The application as delivered or with minimal configuration (under 4 hours) can support requirement with no change to source code
YC	Yes, With Added Cost – The application can be configured to support the business requirement without source code changes. The level of effort should be described in the comments section, e.g. minor (under 8 hours), moderate (less than 16 hours), or large (less than 24 hours)
TP	TP = Yes, With Third-Party Integration – The business requirement can be achieved with a third party or company product. The recommended company and product name(s) should be described in the comments section and participate in the demo to show functionality.
N	The business requirement cannot be reasonably achieved with the solution, e.g. not available, requires custom code or extensive configuration.

Excluding some requirements from scope of Proposer’s services will NOT eliminate the Proposer from consideration. The County will evaluate the Proposal as a whole, including price/value comparisons when evaluating Proposals.

All positive responses (Y, YC and/or TP) will be considered in scope. The requirements responses submitted will become part of the resultant contract. Proposers are expected to warrant that implementation services will include all positive responses (every response except “N”).

For requirement responses marked Y, YC or TP Proposers must:

- Indicate the module or system required to meet the requirement (Col F of Attachment D).
- Add any other information regarding the module or system necessary to perform any functionality not included in the requirements document (Attachment D).
- Include details in the Cost Proposal.

Clearly indicate whether you are proposing a Software as a Service (SaaS) solution, a client server model or a combination of both.

For SaaS Proposals, include:

- Description of the hosting, management and operation of the Service Software and other services for remote electronic access and use
- Service level commitment (uptime availability), reporting practice that demonstrates Proposer compliance, proposed remedies or service credits for service availability failures (aka. Service Level Agreement)
- Approach to scheduled downtime and standards utilized for timing of maintenance, upgrades, and/or other work expressed in Pacific Standard Time (ex. scheduled maintenance conducted only from 12am to 5am PST)
- Breach Notification Plan and Policies

- Data Center Security and Redundancy Policies and Capabilities
- Business Continuity and Disaster Recovery

**b. System configuration and implementation**

Identify any licenses, hardware, or other products not included in this Proposal that would be required to operate any of the proposed solutions contained in this Proposal.

Describe the technical environment (network architecture and technical specifications) required for the project. Include minimum desktop and server hardware and software configurations, as well as browser version requirements.

Identify any specific conditions for support, such as remote access connection requirements.

**H. Implementation, Maintenance, Training and Support Plan**

Submit a plan that details essential elements of how your company will implement and maintain a TSSH Software System for Columbia County.

Proposal should include recommended timelines and milestones. Key topics to discuss include:

- Explain advantages AND risks associated with the proposed plan
- Identify County deliverables required for each element of the scope and for each milestone
- Note your assumptions for the level of County participation in the project throughout the implementation including time with and without Proposer consultants

Solutions that typically require customer database administration or dedicated IT staff may not be an ideal fit for the County.

If including third-party solutions in your submission, please state in your Proposal if a separate contract would be required and clearly identify the distinction between the Proposer’s and third-party’s products, services and roles in the project. The County expects that Proposers will be responsible for the acquisition and operation of required third-party solutions.

**1. Interface development**

Interfaces to the County ERP system is critical to the project success. Proposers should address the proposed solution’s interface capabilities.

**2. Data conversion and ad hoc reports for historic data**

The County understands the level of effort required to convert data and is interested in converting only essential data required for the new system for a period of one year prior to conversion. Proposers should indicate the proposed data conversions that are included in scope.

**3. Reporting and workflow set up**

Identify reports that are included with the software system as well as any reports that will require Proposer configuration in order to meet the functional requirements of the RFP.

Please also identify standard workflows, any Proposer workflow configurations needed to meet functional requirements. Include workflow data templates that the County would be required to fill out in order to achieve automation of basic business processes and efficient semi-automated business operations as described in the functional requirements.

#### 4. **Testing**

Describe your approach to system set up and testing, data integrity, functionality progress, etc. over the course of the system implementation. Include plans and methodologies for on-site and remote testing.

#### 5. **Project Support Services**

##### a. **Project management**

Describe the Proposer's approach to delivering comprehensive project management services.

##### b. **Training**

Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel.

Provide an overview of proposed training plan/strategy for support staff for post go-live troubleshooting training.

Describe approach to ongoing training for new County hires and with system updates.

##### c. **System documentation**

Provide an overview of proposed approach to documentation services.

Describe documentation the County can expect at the conclusion of the project. Samples of documentation typically provided may be included with the Proposal.

#### 6. **Post go-live system support, upgrades and professional services**

Describe the transition process from implementation to user support of the system.

Describe support options in the system including context sensitive help and support request methodologies. Provide hours of operation and response time commitments. Explain any issue escalation practices and support tier arrangements available to the County.

Describe approach to upgrades and functionality enhancements including scheduling, client communications, examples of any client deliverables required to make an upgrade or version enhancement, client staffing requirements, required vs optional upgrade activity, etc. Include at least one example of upgrade or version enhancement communications/instructions provided to clients in the last year.

Describe professional services that Proposer recommends will serve the County in post go-live years as it seeks to meet its goals and objectives. Note options for creating County-specific business process support materials and documentation.

##### I. **Cost Proposal**

The Cost Proposal included with the Proposal should cover the cost of the proposed software solution(s), implementation costs and professional support services required to implement the solution and meet on-going goals and objectives of the County. Using Attachment E – Cost Proposal, please include information that can be categorized in the following manner:

- |                       |                                                                              |
|-----------------------|------------------------------------------------------------------------------|
| 1. One-time costs     | Software and all implementation costs through final acceptance of the system |
| 2. Year 1 and 2 costs | July 1, 2018 through June 30, 2020 (assumes July 1, 2018 go live date)       |
| 3. Year 3-5 costs     | July 1, 2020 through June 30, 2023 (assumes July 1, 2018 go live date)       |

If third-party products or services are included, each third-party product or service should be included and its cost (associated goods, implementation and post go-live services) separately identified.

County anticipates the need for adequate licensing for 7-10 total users, of which 3-4 will need entry capability. Please describe Proposer’s licensing model. Are licenses “named” licenses, concurrent, etc.? Can licenses be added one at a time, as needed, or must they be purchased in packs of multiple licenses? Does Proposer offer view-only access without a license or with a lower cost license? How are licenses released when employees/users change?

A description of optional configurations and/or price break per user type/quantity is requested.

Include a breakdown of all cost categories within the Proposal.

All pricing, Software as a Service rates, training, maintenance and support costs, etc. associated with the proposed solution must be in effect for at least the first two years of the contract. Proposals should describe how rate increases will be proposed and history of rate increases for similar projects in the last two years.

Proposers are encouraged to include any available discounts, incentives or other cost saving options, including methods to leverage existing County hardware.

## SECTION V EVALUATION AND SELECTION

### A. Selection Committee

The sole purpose of the evaluation process is to determine which Proposer best meets the County’s needs and provides the best chance for successful completion of the County’s goals.

### B. Initial Evaluation Criteria

Proposals which are not prepared and submitted in substantial compliance with the instructions of this RFP will not be considered for evaluation or award of a contract.

Additional clarifying material may be requested by the Selection Committee.

The Selection Committee will review, evaluate and rank the Proposals that are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

<b>Proposal Requirements</b>	
Cover Letter	Mandatory
Statement of Assurance	Mandatory
Insurance	Mandatory
References	Mandatory
Table of Contents	Mandatory
<b>Selection Criteria</b>	<b>Points per Section</b>
Statement of Qualifications, including completed Attachment C	25
Software System Requirements, including completed Attachment D	25
Implementation, Maintenance, Training and Support Plan	25
Fee Proposal	25
<b>Total points available</b>	<b>100</b>

### C. References

Based on the initial evaluation and ranking, references for the top ranked Proposers may be contacted to determine Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, verify Proposer's qualifications and experience or any additional information as needed.

### D. Software Demonstrations and Due Diligence

After the Selection Committee has completed the initial evaluation of the Proposals, the top ranked Proposers will be invited to provide software demonstrations on a date to be announced. The demonstrations are anticipated to be scheduled the week of January 8, 2018.

Proposers selected for follow up interviews and demos will be notified as soon as possible after the initial evaluation of Proposals has been completed. The top ranked Proposers chosen to participate in the demonstration phase of the project will be briefed on what aspects of their proposed software solution the County would like to see included in the demonstrations.

Key personnel identified in the Proposal, including the project manager should be included in the demonstration team.

Once the demonstrations have been completed, the County may request Proposers to submit additional information to clarify any questions or a more specific detailed plan and pricing information by project milestone and functional area. The demonstration meetings will also serve as an opportunity for Proposers to clarify any significant proposed contract changes noted in the Proposal.

In the course of determining its final recommendation for the Board of Commissioners, the Selection Committee may request additional information or conduct other due diligence.

### E. Negotiations

The County reserves the right to seek clarification of each Proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project.

Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance
2. A maximum, not-to-exceed contract price for software and professional services on a milestone basis which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Goods and Services.

Any changes agreed upon during contract negotiations will become part of the final contract. Subject to the approval of the Board of County Commissioners, a notice of intent to award a contract will be announced for the Proposer whose qualifications best meet the needs of the County.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated. The County may opt not to pursue these additional negotiation rounds at its discretion.



## F. Selection

The County reserves the right, in its sole discretion, to:

1. Reject any Proposal not in compliance with all prescribed RFP procedures and requirements.
2. For good cause, reject any or all Proposals upon a finding it is in the public interest to do so.
3. Cancel this procurement and/or reject any or all Proposals in accordance with ORS 279B.100.
4. Waive irregularities in the Proposals received.
5. Accept all or any part of a Proposal in principle, subject to negotiation of the final details. In particular, the County reserves the right to negotiate a fee Proposal to accommodate the timing of the project.

## SECTION VI CONTRACT

The selected vendor will be required to sign the County's form of contract which will be prepared by the Office of County Counsel. A sample contract is attached to this Request for Proposals. Exhibits in the final contract will include a copy of the RFP, the selected vendor's Proposal and documentation from the demonstration and due diligence phases of the selection process.

Proposers shall include in the Statement of Assurance section of their Proposal any proposed changes to the terms and conditions found in the sample contract.

The County will seek assurances as to the consistency and quality of vendor staffing for its project. Key points of the County's key personnel provision include:

- The County may interview and approve key personnel proposed by the vendor.
- The County shall have the right to dismiss from the project key vendor personnel that the County believes are detrimental to its working relationship with the vendor.
- Vendor key personnel may not be removed from the project without the County's approval.

Contract shall include a provision that the vendor will provide, at no cost to County, any updates that are mandated by changes to state or federal rules/laws. For instance, changes in 1099 reporting and the potential that the County would ever be required to withhold and pay tax for vendors.

Attachment A Sample Contract

**PUBLIC SERVICES CONTRACT**

**(ORS Chapter 279B)**

**by and between COLUMBIA COUNTY and \_\_\_\_\_**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," and \_\_\_\_\_, hereinafter referred to as "Contractor," for a Transfer Station Scale House Software System.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on \_\_\_\_\_.
2. Contract Term. The Agreement shall be in effect for five (5) years from the effective date. Unless this Agreement is terminated pursuant to Section 16, below, this Agreement may be amended to extend the Agreement for five (5) additional one (1) year terms.
3. Contractor's Services and Contract Documents. Contractor agrees to provide services consistent with this Agreement and the following documents, which together constitute the Contract Documents:
  - A. Contractor shall provide the services described in the Request for Proposals (RFP), dated \_\_\_\_\_, which is attached hereto as Exhibit A and incorporated herein by this reference.
  - B. Contractor shall provide services as described in Contractor's Proposal, dated \_\_\_\_\_, which is attached hereto as Exhibit B and incorporated herein by this reference.
  - C. Contractor shall provide services in accordance with the Service Level Agreement, which is attached hereto as Exhibit C and incorporated herein by this reference.
  - D. Contractor shall provide services as described in the documentation provided in the Software Demonstration and Due Diligence phase of the selection process. The documentation is attached hereto as Exhibit D and incorporated herein by this reference.

In case of conflict between the Contract Documents, this Agreement shall control over all exhibits; Exhibit A shall control over Exhibits B, C and D; Exhibit D shall control over Exhibits

B and C; and Exhibit C shall control over Exhibit B.

4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$\_\_\_\_\_, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made as follows: \_\_\_\_\_ . Any annual increase in fees shall not exceed 5% per year. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

Todd Dugdale, Director	Name, Title
Land Development Services	Company
Columbia County	Address
230 Strand Street	Phone
St. Helens, Oregon 97051	Email

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement 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 Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier- insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such

services. [ORS 279B.230 (1)]

C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F. This Agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of County, except as provided in Contractor's Proposal. If using subcontractors, as approved by County, Contractor shall be responsible for all of its subcontractors' acts and omissions to the same extent as if the subcontractors were employees of Contractor.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not

constitute a waiver by the County of that or any other provision of the Agreement.

15. Indemnity.

- A. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason of any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County, its officers, agents or employees.
  
- B. Patents, Copyrights, and Proprietary Rights Indemnification. Without limiting the general indemnification, above, Contractor shall indemnify, defend, save and hold harmless County, its officers, agents, and employees, from any claim or suit brought against County arising from claims of violation of United States patents or copyrights resulting from the Contractor's or County's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. In the event County is required to pay monies defending such claims, resulting from Contractor's lack of cooperation or success in representing County's interest, or in the event County is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse County for all monies expended in connection with these matters. County retains the right to offset against any amounts owed Contractor any such monies expended by County in defending itself against such claims.

16. Insurance. For the duration of the Agreement, Contractor shall, at its own expense, purchase and maintain, and shall ensure that its subcontractors purchase and maintain, from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:

- A. Workers' Compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
  
- B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
  
- C. Errors and omissions insurance with a limit of not less than \$2,000,000.
  
- D. Cyber liability insurance in the amount of \$2,000,000 to cover network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Agreement. Cyber liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- E. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
  - F. Contractor shall provide for itself and its subcontractors, if any, certificate(s) of insurance for all required insurance before the contractor performs under the contract. With the exception of errors and omissions insurance, the certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds.
  - G. The insurance requirements herein supersede those in any attached exhibit.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. County may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice. Notice must be delivered by registered or certified mail, or in person, to the other party. County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by County under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to County.
  - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

20. Confidential Information.

- A. Access and Protection. Contractor understands that in performing this Agreement, Contractor will have access to and possession of confidential information. Furthermore, Contractor will have access to County information that is exempt or not subject to disclosure under Oregon Public Records Laws. Such information shall be considered confidential information for purposes of this Agreement. Contractor, and each of its officers, employees, and agents shall, subject to the applicable County, State, and Federal Government laws and regulations, maintain all confidential information in the strictest confidence and will not at any time use, publish, reproduce or disclose any confidential information, except as authorized in writing by County, or to perform its obligations as authorized in this Agreement. Contractor shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication, or use, and to satisfy its obligations under this Agreement. Such obligations shall survive the termination or expiration of this Agreement.
- B. Security Requirements. Contractor and its officers, employees, subcontractors, and agents shall at all times comply with all County security standards, practices, and procedures with respect to information and materials that come into Contractor's possession and to which Contractor gains access under this Agreement.
- C. Return. Contractor shall promptly return to County, upon its request, all of County's confidential information.
- D. Injunctive Relief. Contractor will immediately report to County any and all unauthorized disclosure or use of County's confidential information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's confidential information to others may cause immediate and irreparable harm to County and, if Contractor should publish or disclose County's confidential information to others, or threaten to publish or disclose County's confidential information, County shall immediately be entitled to injunctive relief. County shall be entitled to such injunctive relief without having to pursue its other remedies herein, including Termination and Dispute Resolution.
- E. Non-disclosure of Other County Information. The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of this Agreement is prohibited, except upon the express written consent of County.
- F. Documentation. Contractor shall maintain up-to-date documentation indicating compliance with County security and confidentiality requirements governing data use and access.
- G. Subpoena. In the event that a subpoena or other legal process in any way concerning County's confidential information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following



receipt of such subpoena or other legal process and to cooperate with County, at County's expense, in any lawful effort by County to contest the legal validity of such subpoena or other legal process.

21. Electronic Data.

- A. County Data. County reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which County has transferred to Contractor or entered into Contractor's system, including electronic data that has resulted from the conversion of County's original data. County retains the right to use Contractor's services to access and retrieve County's data stored on Contractor's infrastructure at County's sole discretion.
- B. Data Location. Contractor shall provide its services to the County and its end users solely from data centers in the United States. Storage of County data at rest shall be located solely in the United States. Contractor shall not allow its personnel or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Contractor shall permit its personnel and subcontractors to access County data remotely only as required to provide technical support.
- C. Transition. Upon termination or expiration of this Agreement, Contractor shall in a timely manner make available to County all of County's data that is in Contractor's possession. Contractor shall cooperate with County and assist in the transfer and conversion of County's data to an accessible, vendor-neutral electronic format that County specifies. If County has a replacement service provider, Contractor agrees to assist with a timely transition to the new service provider. Except in the event of a termination for cause, County shall reimburse Contractor for reasonable transition services in accordance with the rates set forth in this Agreement. In the event of a termination for cause, Contractor shall provide at no cost to County reasonable transition and termination services, including but not limited to necessary extraction and conversions services required for import of data into new service provider's system.
- D. Loss or Compromise of Data. Contractor shall immediately notify County in writing of any use or disclosure of County data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed County data. Contractor's notice shall identify the nature of the breach and what the Contractor has done or will do to mitigate the effect of the unauthorized use or disclosure. Furthermore, Contractor agrees to investigate the breach and cooperate with County's investigation, if any. Contractor shall perform a root cause analysis of the breach and submit such analysis to County. Contractor shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of County data due to any act, error or omission, negligence, misconduct or breach on the part of Contractor. In addition to the foregoing, the following applies:
  - (1) Personally Identifiable Information (PII) and Personal Health Information (PHI). Contractor shall notify County as soon as practicable but no later than 24 hours

of becoming aware of any unauthorized use or disclosure of PII or PHI. Contractor shall comply with all County, State, and Federal Government laws and regulations regarding the protection of PII and PHI, including but not limited to the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 to 646A.628)

- (2) PCI Compliance. Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standards for processing, transmitting, storing or otherwise affecting the security of credit/debit cardholder data and shall not require use of devices and/or systems which could result in enhanced PCI security requirements for the County's network. Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist County or for other uses specifically authorized by law. Contractor is responsible for all costs incurred as a result of a breach in cardholder data. Costs include but are not limited to fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with card association, PCI approved third party, or County initiated security review. Contractor must provide County with an annual documentation of compliance with the PCI Data Security Standard.

E. The provisions of this section survive the termination or expiration of this Agreement.

22. System Acceptance. For purposes of acceptance of the system (or portions thereof), County intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

- A. Conditional Acceptance. Conditional Acceptance will occur prior to going live. County will have up to 45 days to test the system before going live.
- B. Final Acceptance. County will have a 90-day period after go-live to "live test" the system. Live testing is County's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to County by Contractor during the course of the project and that all project requirements are satisfied. If after the live testing, the system performs in accordance with the system specifications, County will issue "Final Acceptance." The 90-day period for Final Acceptance shall be extended if problems are found in the live test. Specifically, the 90-day period will pause when a problem is documented and resume when it is fixed. County, at its sole discretion, shall determine whether all conditions for Final Acceptance have been met.

23. Mandatory Updates. Contractor shall provide at no cost to County any updates that are mandated by changes to State or Federal law, rule or regulation.

24. Warranty.

- A. Contractor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Contractor further represents and warrants that it has good and

marketable title to the software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Contractor further represents and warrants that neither the software in the form delivered by Contractor to County, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by County, will infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

- B. In the event that any third party makes a claim or files a lawsuit challenging County's right to use the software or equipment, Contractor shall defend and indemnify County and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license to enable County to continue to use the software or develop or obtain a non-infringing substitute acceptable to the County at Contractor's cost.
  - C. Contractor represents and warrants that the software and related products described with this Agreement will perform in accordance with all documentation, Contract Documents, Contractor marketing literature, and any other communication attached to or referenced in this Agreement.
  - D. Contractor represents and warrants that the software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of the County as set forth in the Contract Documents.
  - E. County has presented detailed specifications of the particular purpose for which the system is intended and provided descriptions and criteria for how the system can accomplish the particular purpose. Accordingly, Contractor understands the particular purpose for which the system is required and acknowledges that County is relying on Contractor's experience and knowledge of the system to identify those components which are most suitable and appropriate. Contractor therefore warrants that the system and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
  - F. Contractor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in County's operating environment.
25. Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the services under this Agreement, Contractor shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of hosted services. Contractor will actively test, review and update the plan on at least an annual basis using industry best practices as guidance. Contractor will provide County with copies of all such updates to the plan within fifteen (15) days of its adoption by Contractor.
26. Key Personnel. The County expects consistency and quality of Contractor's staffing for the services provided under this Agreement. Contractor therefore agrees, as follows:

- A. The County may interview and approve key personnel proposed by Contractor. Contractor shall maintain the same key personnel throughout the term of this Agreement, except for changes as a result of the County's request for removal, or the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.
  - B. Upon the reasonable request of the County, Contractor agrees to promptly replace any key personnel of Contractor.
27. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Agreement is and shall be deemed to be "embodiments" of "intellectual property" for the purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n) (2010)). County has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the County's rights of election, all rights and licenses granted to the County under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement.
28. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
30. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
31. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
32. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
33. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
34. ENTIRE AGREEMENT THIS AGREEMENT, INCLUDING THE CONTRACTOR'S PROPOSAL,

CONTITUES THE ENTIRE AGREEMENT BETWEEN THE PARITES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY OREGON

By: \_\_\_\_\_

By: \_\_\_\_\_

Henry Heimuller, Chair

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

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

By: \_\_\_\_\_

Margaret Magruder, Commissioner

Approved as to form

By: \_\_\_\_\_

Alex Tardif, Commissioner

By: \_\_\_\_\_

Office of County Counsel

\_\_\_\_\_

Date

## Attachment B Submittal Checklist

Attachments listed in the table that do not have a required file format may be supplied in either the original file format or PDF.

<b>REQUIRED SUBMITTALS</b>			
<b>Submittal Checklist</b>			
<b>Page</b>	<b>Item</b>	<b>Submitted</b>	<b>Format</b>
	Cover Letter		
	Statement of Assurance		
	Proof of Insurability \$2 million liability/\$2 million E&O/\$2 million cyber		
	Customers and References		
	Table of Contents		
	Statement of Qualifications		
	Attachment C Company Background Form(s)		
	Software System Requirements		
	Attachment D Functional Requirements		Microsoft Excel (.xls or .xlsx)
	Implementation, Maintenance, Training and Support Plan		
	Fee Proposal		

## Attachment C Company Background Form

Please complete one form for each firm included in the Proposal.

<b>Company Background</b>	
Company Name	
Location of corporate headquarters	
Location of key personnel to be assigned to implementation	
<b>Proposer Experience</b>	
# of years in business	
# of years providing systems/services to public sector clients	
# of clients (total) and # of local government clients	
Identify other industries serviced (other than local government)	
# of clients using proposed software solution	
Three most recent contracts and software successfully installed	
Discuss biggest obstacle encountered in a recent municipal implementation and issue was resolved	

<b>Company Background</b>	
<b>If Primary Proposer proposes to use a third-party software solution:</b>	
# of projects completed using proposed third-party software solution or partnering with proposed third-party software implementation team	
Official Partnership status/certification (if applicable)	
<b>About the Company</b>	
# of total employees	
# of employees providing implementation services (if applicable)	
#of employees supporting product (maintenance and support) (if applicable)	
Certified Minority/Women Owned, Disadvantaged Business (Y/N; Certification #)	



## Attachment D Functional Requirements

See separate Excel Spreadsheet.

## Attachment E Cost Proposal

See separate Excel Spreadsheet.

## Exhibits

See separate Recycling data and Household Hazardous Waste reports.