



**Requests for Proposals**  
**Electronic Health Record Procurement and**  
**Implementation Consultant**  
**For**  
**Yamhill County, Oregon**

**638 NE Davis Street**  
**McMinnville, OR 97128**  
**503-474-6821**

Date of Request: January 20, 2023

Date Proposals Due: February 27, 2023

## **Request for Proposals**

### **Requests for Proposals for Electronic Health Record Procurement and Implementation Consultant**

Notice is hereby given that the Board of County Commissioners of Yamhill County, Oregon (“the Board”) is currently soliciting proposals from qualified companies to provide project oversight and advisory services related to the County’s Health and Human Services Department’s (YCHHS) Electronic Health Record (EHR) solution procurement and implementation project.

A copy of the “Requests for Proposals for Electronic Health Record Procurement and Implementation Consultant” will be available upon request at no charge from YCHHS Administration, 638 NE Davis Street, McMinnville, Oregon 97128, telephone (503) 474-6821, or by emailing Terry Malay at [malayt@co.yamhill.or.us](mailto:malayt@co.yamhill.or.us); or you may obtain a copy on the county’s website at <https://www.co.yamhill.or.us>

Responsive Proposals for Electronic Health Record Procurement and Implementation Consultant must be enclosed in a sealed envelope and physically received by YCHHS Administration, attention Terry Malay, 638 NE Davis Street, McMinnville, Oregon 97128 no later than 3:00 p.m. local time on Monday, February 27, 2023, at which time they will be publicly opened.

Questions regarding this RFP should be addressed to Terry Malay, at 638 NE Davis Street, McMinnville, Oregon 97128; by email at [malayt@co.yamhill.or.us](mailto:malayt@co.yamhill.or.us); or by fax to (503) 474-4907.

DATED at McMinnville, Oregon this 20th day of January 2023. By Lindsey Manfrin, YCHHS Director.

### **SECTION 1 – Background**

**1.01 Overview** - Yamhill County is an unchartered county in Oregon with a population of approximately 107,000. It is the tenth most populous county in the state covering 42 square miles. The County seat is in McMinnville. The County is governed by a full-time Board of Commissioners who are elected at-large by the citizens.

Yamhill County government is geographically dispersed into approximately 20 buildings around the County. However, all buildings are within 15 miles of each other, and most are within the confines of downtown McMinnville, Oregon.

**1.02 Current Environment** - YCHHS’s current electronic health record solution is Raintree Electronic Medical Record, a product of Raintree Systems. It is a Windows based environment

that serves approximately 390 employees. This system was originally purchased and implemented by YCHHS in 2003 as a billing platform, then over time built out to be a fully integrated EHR, meeting the health record needs of our Family & Youth and Adult Behavioral Health Programs, Public Health Program and Intellectual and Developmental Disabilities Program. User access is browser based. Raintree Systems notified YCHHS in October 2022 that they “will no longer be offering anything outside of standard support to their non-therapy customers. This means all non-therapy development, enhancement requests, customization, etc. will no longer continue.” As a result, the County needs to issue an RFP to select and implement a new EHR solution.

**1.03 Future Environment** – YCHHS desires a new EHR solution that is fully integrated and will meet the health records needs of the department’s specialty programs. For example, features on our list to implement include:

- Fully integrated, HIPAA compliant, EHR solution that is Meaningful Use Certified;
- Patient portal that allows client access to forms, completed forms and tests to be reviewed and populate fields in the EHR platform, electronic signature, and allows client to make payments via credit card;
- Scheduler compatible with YCHHS workflows;
- Multidisciplinary clinical documents for each of the specialty programs that meet the “golden thread” requirements;
- Integrated electronic payment processing;
- Robust billing and integrated electronic claims processing;
- Interfaces for ePrescribing, Labs, and State/Third-Party reporting;
- Integrated Telehealth-Telemedicine;
- Mobile access;
- Business Intelligence solution, including the ability to generate reports and graphs within the EHR platform;
- Customizable forms and reports;
- Compliance tools and functionality that include alerts;
- Secure messaging;
- Scan and attach documents.

We estimate the new system will require access for approximately 350 users. The County will entertain all EHR opportunities, including both Cloud and on-premise solutions.

**1.04 Project Staffing** - The project has an Executive Stakeholder Team consisting of the YCHHS Director, Behavioral Health Director, Operations Manager, Core Office Manager, Business Services Manager and County IT Manager. This team will represent all executive level decision making for the project. The YCHHS Staff Team consists of five employees from the Electronic Health Record team. YCHHS will also have a Staff Team of employee representatives of the department.

All County employees on the YCHHS Staff Team are available on a project-need basis, but also share time with normal job duties. It is recognized there may be additional needs for staffing based on consultant recommendations.

**1.05 Project Drivers** - The following are considerations that are driving this project and the decisions of the Executive Stakeholder Team.

- The primary driver of this project is the notification from the current vendor that their main line of business has changed.

**1.06 Project Budget** – We do not have a budget for this project, and we have not set a maximum award for this RFP. Budgets will be set as information becomes available and contracts negotiated. YCHHS has set aside resources for this project, including total estimated costs of the EHR solution and implementation. The County operates its budget on a June 30 fiscal year end.

## **SECTION 2 – Scope of Services**

The successful proposer will:

**2.01** Perform the duties of an Executive Project Manager through all phases of this project, ending with the successful implementation of a new Electronic Health Record (EHR) platform. The successful proposer will:

- A. Act as a liaison between the Executive Stakeholder Team, YCHHS Staff Team, and Consultant Project Team.
- B. Develop and manage a comprehensive project plan, detailing project stages, milestones, and resources.
- C. Manage the change management process with oversight from Traci Dawson, YCHHS Operations Manager, for both the project and the selected EHR vendor contract.

**2.02** Participate and assist in the development of functional and data requirements of all YCHHS programs for the new EHR solution.

**2.03** Prepare a Request for Proposals (RFP) to be issued by the County for a new EHR solution and implementation services that will allow for thorough comparison of all qualified software vendors and successful implementation. The RFP must be prepared in compliance with the County Purchasing Ordinance 761 and applicable Oregon Statutes.

**2.04** Lead YCHHS through the EHR solution selection process including coordinating and attending EHR demonstrations and on-site visits. Assist with the identification of potential risk and issues to ensure YCHHS makes a quality selection decision.

**2.05** Participate in contract negotiations with selected EHR solution vendor and ensure the County is fairly represented in the final contract.

**2.06** Guide YCHHS through the implementation of the selected solution and assist with the identification and assessment of process changes necessary for a successful EHR solution roll-out.

**2.07** The successful proposer is expected to remain objective during the term of the contract and not promote EHR solutions in a manner that would jeopardize their independence.

### Project Deliverables

The successful proposer will deliver:

**2.08** Project documents necessary to support a project of this size – project plan, communications plan, executive status reports, etc.

**2.09** Requirements Analysis Reports detailing the functional and data requirements needed for a new EHR system.

**2.10** A completed RFP for new EHR solution and implementation.

**2.11** Evaluation and recommendation of EHR vendor proposals for the new EHR solution and implementation.

**2.12** Implementation of selected EHR system.

**2.13** Successful completion of the EHR replacement project.

**2.14** The successful proposer will meet with Traci Dawson, YCHHS Operations Manager, weekly to review progress on the Project Deliverables.

### Project Timeline

**2.15** The proposed project timeline is flexible and will be adjusted as needed for proper completion of this contract. Estimated dates of completion for selected components of the contract are as follows:

- Consultant to begin work	Upon contract execution
- Requirements Analysis Report due	July 2023
- Issuance of RFP	September 2023
- Software vendor selected	December 2023
- Contract with successful vendor	February 2024
- Implementation of selected EHR system	Not yet determined

**SECTION 3 – Addenda**

**3.01** Yamhill County reserves the right to revise or amend this RFP up to the deadline set for submitting proposals by qualified proposers. Revisions and amendments shall be announced only by Addenda to the RFP. Copies of any addenda shall be furnished to all qualified companies who have been given the RFP.

**3.02** If addenda are required, the date set for receiving the proposals may be postponed by Yamhill County to enable proposers to revise their proposals. In any case, opening of proposals shall be at least three (3) days after the issuance of the last addendum. If the receipt of proposals is postponed, Yamhill County will announce the new date for submitting proposals in an addendum.

**SECTION 4 – Schedule and General Information Regarding Submission of Proposals**

**4.01 Schedules in 2023**

Date of Request: January 20, 2023

Questions due date: **Monday, 5:00 PM, PST February 13, 2023**

Proposals due date: **Monday, 3:00 PM, PST February 27, 2023**

Qualified proposers must submit 5 copies of the proposal enclosed in a sealed envelope and delivered to the following address:

**Yamhill County HHS Administration  
Attention Terry Malay  
638 NE Davis St  
McMinnville, OR 97128.**

**All proposals must be physically received by 3:00 p.m. local time, February 27, 2023, and each proposal shall be enclosed in a sealed envelope, clearly marked on outside: “PROPOSALS Electronic Health Record Procurement and Implementation Consultant.” Proposals will not be accepted by facsimile or any electronic means.**

**4.02 Questions Regarding RFP**

All questions regarding this RFP should be directed by mail to Terry Malay, 638 NE Davis Street, McMinnville, Oregon, 97128; by email to [malayt@co.yamhill.or.us](mailto:malayt@co.yamhill.or.us); or by fax to (503) 474-4907 so that they are received no later than 5:00 pm on Monday, February 13, 2023. If a question is determined appropriate by Mrs. Malay, it will be answered by written addenda. Respondents shall not rely on verbal or written representations regarding this RFP except for written addenda issued by Yamhill County.

#### **4.03 Contents of Proposals**

Qualified proposers are urged to fully examine the RFP and to familiarize themselves with all matters pertaining to the scope of services. Proposals shall be prepared to fully describe the qualified proposer's means and methods to meet scope of services. The County desires that the information in the proposal provides the requested information in a clear and concise format. Submission of supplemental materials other than those specifically requested by the Request for Proposal is at the discretion of the qualified proposer. Each proposal shall include the complete responses to information requested in this RFP. Clear references and labeling of each section will assist Yamhill County in the evaluation of the proposals. Proposals shall include all items listed below and as specifically provided elsewhere herein.

#### **4.04 Withdrawal of Proposals**

If a proposer wishes to withdraw a submitted proposal, it shall do so prior to closing. The proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its proposal. The notice must include the RFP number and be submitted to the County no later than the due date and time identified in Section 4.01.

#### **4.05 Public Record/Confidential or Proprietary Information.**

All information submitted by a proposer shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exemption from disclosure consistent with Oregon law. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), the proposer shall complete and submit the Affidavit of Trade Secret (Exhibit A) and a fully redacted version of its proposal. If a proposer fails to identify the portions of its proposal that the proposer claims are exempt from disclosure, the proposer has waived any future claim of non-disclosure of that information. Identifying the proposal, in whole, as exempt from disclosure is not acceptable.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The County will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Unless expressly provided otherwise in this RFP or in a separate communication, the County does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law.

If the County refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Yamhill County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the County will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the County for all costs, expenses and attorney fees that

may be imposed on the County as a result of appealing any decision regarding the proposer's records.

## **SECTION 5 – Proposal Contents**

All proposals must include the following information.

### **5.01 Letter of Transmittal**

Provide an introductory letter expressing interest in the project. The letter must include the name of the proposing firm, an RFP contact person, their email address, mailing address, and telephone number, and it must be signed by a person authorized to contractually bind the firm. The letter must be signed in corporate name by the president, vice-president, or another corporate officer. Proposals not signed by individuals authorized to bind the company must have attached thereto a power of attorney evidencing authority to sign proposal in name of person for whom it is signed. All names must be typed or printed below signature.

### **5.01 Project Description and Approach**

Provide a statement of the services to be provided, including a detailed explanation of how the services are to be provided and managed. Indicate the expected involvement of County staff for each major activity in the project. A project schedule should be included in this section.

### **5.02 Consultant Project Team**

List the experience and qualifications of staff who will be working on the project. Describe the applicable skills and accomplishments of the project manager including experience negotiating EHR contracts; knowledge of behavioral health, public health, and intellectual and developmental disabilities services; knowledge of Governmental Accounting Standards; and knowledge of Oregon laws and practices. Describe project methodology experience and any applicable certifications such as Certified Project Management Professional from the Project Management Institute. Confirm availability and commitment of named key staff for the duration of the project. Describe how project management, coordination and communications with the County will be accomplished. Do not include persons who will not be working on the project. Indicate what resources are available if additional support is requested. Include resumes at the back of the proposal which reflect education, registrations, and experience of key staff.

### **5.03 Experience and Quality of Service**

Provide project descriptions for up to three recent projects similar in nature and size to the proposed project, including type of entity, start and completion dates, selected EHR vendor, measures that indicate quality and successful project completion, and a client reference name and phone number. Indicate the involvement of the firm and key staff. Provide any background information on the size, capability and location of the firm that may be beneficial.

#### **5.04 Proposed Cost of Services**

Provide a cost proposal to perform the scope of work. Include estimated person hours, labor costs and expenses for each task listed in the scope of work. The proposed costs should include, and identify separately, any applicable travel and/or other expenses.

Total cost proposal should be broken up into three components:

- A. Initial costs through the establishment of functional and data requirements;
- B. Continuing costs through the preparation, selection, and negotiation of the RFP;
- C. Continuing costs through the implementation of a new system. Based on the EHR solution selected, implementation of a new system may vary. Please estimate implementation costs for three different levels of service:
  - 1. Low-level of consulting service (advisory only)
  - 2. Mid-level of consulting service (moderate project management)
  - 3. High-level of consulting service (active project management)

Clearly describe any deviation from the listed scope of work that would significantly affect costs. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost proposal is to be selected by the consultant.

Include a listing of hourly rates for all employee classifications anticipated to work on the project. Include similar information for any major sub-consultants. The listed rates will be used in preparation of any future change orders.

#### **5.05 Sample Deliverables**

Provide samples or templates of project and communication plans and project status reports created for referenced projects.

#### **5.06 Certifications**

Include a completed *Proposer Information and Certification Sheet*, as provided in the attached Exhibit B.

### **SECTION 6 – Evaluation Process and Selection Criteria**

#### **6.01 General**

Yamhill County will appoint a committee to evaluate the proposals received in response to this RFP. The evaluation committee will be comprised of Yamhill County staff. The evaluation committee will evaluate and rank proposals in accordance with the evaluation criteria set forth herein. Proposals submitted that do not meet the requirements of this Request for Proposals will not be evaluated and will be returned to the respective proposer. Yamhill County reserves the right to (i) reject any and all proposals if it determines rejection of the proposals is in the best interest of the County and (ii) waiver any and all minor informalities.

## 6.02 Responsiveness and Responsibility Determination

Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the proposal is unclear, the County may request clarification from the proposer. However, clarifications may not be used to rehabilitate a non-responsive proposal. If the County finds the proposal non-responsive, the proposal may be rejected; however, the County may waive mistakes in accordance with OAR 137-047.

At any time prior to award, the County may reject a proposal found to be not responsible in accordance with OAR 137-047 and ORS 279B. In doing so, the County may investigate the proposer and request information in addition to that already required in the RFP, when the County, in its sole discretion, considers it necessary or advisable.

## 6.03 Evaluation Process

- A. The evaluation criteria which will be applied by the evaluation committee are set forth in this subsection. The sum of the points awarded to each proposal will determine the ranking of proposals.
- B. Each member of the evaluation committee will review the proposals from each responsive qualified proposer and complete a scoring sheet that will use the scoring method described in Section 7 and below. Each criterion will have a maximum score and the evaluation committee members will be instructed to score each proposal on the information provided in the proposal and not as a comparison to other proposals. All scores for each separate proposer will be added together and divided by the number of evaluation committee members to determine the average evaluation score for that proposal. If one proposal scores significantly higher than the others (at least 15 points higher than the next proposal) then the evaluation committee may recommend this proposer directly to the Board or they may recommend interviews. If the highest scoring proposal does not outscore the next highest proposal or proposals by at least 15 points, then the proposers with the highest scoring proposals will be invited to interview. Yamhill County has the right to determine the number of proposers, if any, to interview. All interviewed proposers, if any, shall be asked the same sets of questions and shall be individually scored by each evaluation committee member. Records of final interview questions and scoring methodology and scoring sheets shall be retained in the RFP file.
- C. Final scoring of the interviewed proposers will not take place until final interviews have taken place. Following final scoring, the scoring sheet from each member of the evaluation committee will be totaled. All scores for each proposer will be added together and divided by the number of evaluation committee members to determine the average evaluation score. The highest scoring proposer as recommended by the evaluation committee to the Board will be invited to enter contract negotiations with Yamhill County. If contract negotiations do not result in a contract acceptable to both parties, Yamhill County will invite the second ranked proposer to enter contract negotiations. If negotiations are not successful,

Yamhill County will negotiate with the 3<sup>rd</sup>, etc. until negotiations are successful with a proposer, or the solicitation is canceled.

#### **6.04 Evaluation Points**

The evaluation will be based on the technical and administrative capabilities in relation to the needs of the project. The criteria listed below will be used to evaluate the proposers.

- **Letter of Transmittal (see Section 5.01): Pass/Fail**
- **Project Description and Approach (see Section 5.02): 25 points**
  - Consultant's project understanding and approach to accomplish the objectives and tasks set forth in the Scope of Work.
  - Methodologies proposed to accomplish the work, including the types of information or data required.
  - Proposed schedule for compliance with stated milestone dates and/or suggested schedule enhancements or deviations.
- **Consultant Project Team (see Section 5.03): 25 Points**
  - Proposed team's qualifications, experience, skills and commitment to perform the work.
- **Experience and Quality of Service (see Section 5.04): 25 Points**
  - Firm's recent projects experience, specifically for this type of work, level of complexity, and comparable size with the proposed project.
  - Quality of the firm's service on referenced projects and the success of the firm on the referenced projects.
- **Proposed Cost of Services (see Section 5.05): 25 Points**
  - Accomplishment of the stated objectives and tasks for the best value will receive the highest points for this criterion.
  - Hourly rates and number of project hours may be considered in the scoring.

### **SECTION 7 – Award and Negotiation**

#### **7.01 Award Consideration**

The County, if it awards a contract, shall award a contract to the highest ranking responsive and responsible proposer based upon the scoring methodology and process described herein. The County may award less than the full scope defined in this RFP.

#### **7.02 Intent-to-Award Announcement**

The County will notify all Proposers in writing that the County intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The County

reserves the right to announce its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all proposers that the County intends to make an award.

## **SECTION 8 – Protests**

**8.01** A protest must be submitted in writing to the Yamhill County Board of Commissioners and shall state the basis for the protest and the course of action that the protesting party desires the Board take. A protest based upon restrictive specifications or other provisions of the Request for Proposal must be received by the Board not later than seven (7) business days prior to the date set for receipt of proposals. A protest based upon any other grounds must be received by the Board not later than seven (7) days after the date the Board provides its notice of Intent to Award, or within seven (7) days after the time the protesting party first became aware of, or reasonably should have become aware of the notice, whichever is sooner.

**8.02** If the protest does not meet these requirements, the Board may, at the Board’s option, reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. Yamhill County shall not be obligated to postpone a contract award in order to allow a proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, the Board shall review the protest and provide a written decision to the protesting party.

**8.03** Yamhill County shall not be obligated to postpone selection of a proposer pending resolution of a protest, unless otherwise required by law.

## **SECTION 9 - Rejection of RFP Proposals**

### **9.01 Rejection; Investigation**

Yamhill County reserves the right to reject any and all proposals if it determines rejection of the proposals is in the best interest of the County. In addition, Yamhill County may conduct its own independent evaluation of persons or entities listed in a proposal to verify that the proposer is qualified to provide services for this project. A proposer shall provide all requested information as requested by the County to verify that it can complete this project. Failure to provide the requested information shall be grounds for disqualification.

### **9.02 Examples of Grounds for Rejection**

The following listed grounds are examples of grounds for which the County may elect to reject a proposal. The list is not exclusive:

- The proposal is conditioned in whole or in part upon the addition, revision, or deletion of any requirement or provision in any part of the Request for Proposal.

- The proposal does not provide the experiences needed.
- The proposer does not have experience necessary to qualify as an agent of record.
- The proposer does not have key personnel available of sufficient experience to perform the contract.
- The proposer has breached contractual obligations to public or private contracting agencies.

### **SECTION 10 - Cancellation**

**10.01** Yamhill County reserves the right to decline to select a proposer if the County deems it in its best interest to do so. Yamhill County may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100. In no event shall Yamhill County have any liability for refusal to select a proposer. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation and submission of their proposal.

### **SECTION 11 - Contract Requirements**

#### **11.01 Indemnification**

If selected for the award, the proposer will be expected to indemnify and hold harmless Yamhill County and each of its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the subject work and created by any act or error of a vendor, subcontractor or anyone directly or indirectly employed by the proposer; provided, however, that nothing herewith shall be constructed to require indemnification of Yamhill County for liability attributable to the County's sole negligence.

#### **11.02 Non-Discrimination**

If selected for the award, the proposer will recruit, select, train, promote, transfer, and release its personnel, as contemplated here under, without regard to any protected class, e.g., race, color, religion, national origin, disability, age, or sex (except where the class is a bona fide occupational qualification). Further, proposers will administer its other personnel policies such as compensation, benefits, layoff, returns from layoff, company sponsored training, education, and tuition assistance without regard to any protected class.

By submitting a proposal hereunder, proposer certifies that they have not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority owned business, a woman-owned business, a business a service-disabled veteran owns or an emerging small business in awarding a subcontract.

### **11.03 Business Registry**

If selected for award, the proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site:  
<http://www.filinginoregon.com/index.htm>.

### **11.04 Compliance with ORS 279B**

If selected for the award, the proposer will be expected to comply with all provisions of ORS 279B.220, 279B.225 (where applicable), 279B.230, and 279B.235.

### **11.05 Records Maintenance; Access**

If selected for the award, the proposer will be expected to maintain all fiscal records relating to the work required hereunder in accordance with generally accepted accounting principles. In addition, the proposer shall be expected to maintain any other records pertinent to the contract in such a manner as to clearly document the proposer's performance. The County, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives will have access to such fiscal records and all other documents that are pertinent to the contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained in accordance with state-mandated retention schedules.

### **11.06 Governing Law, Jurisdiction, and Venue**

This RFP, and any subsequent contract, shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and a Proposer that arises from or relates to this RFP or a subsequent contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times, including appeals.

### **11.07 Insurance Required**

If selected for the award, the proposer will be expected to maintain The Contractor shall obtain and maintain in full force at the Contractor's expense, throughout the duration of the Contract and any warranty or extension periods, the following insurance coverage where applicable:

- General Commercial Liability, with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000;
- Automobile Liability, with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000;

- Professional Liability, with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000
- Workers Compensation in accordance with ORS 656.017

### **11.08 Additional Contract Terms**

In addition to the contractual requirements detailed above, the remaining contract terms and conditions shall be negotiated with the successful proposer once they have been selected and contract negotiations are underway. Final contract language will be determined by mutual consent.

### **11.09 Inclusion of Other Local Governments and Qualified Purchasing Contracting Entities**

Yamhill County is asking all responding proposers to indicate their willingness to extend the terms and conditions of the original contract between Yamhill County and the awarded contractor, inclusive of price, to any and all contracts entered into with other interested local governments or qualified purchasing contracting agencies in Oregon. While this clause in no way commits any Oregon local government or qualified purchasing contracting agency to purchase from Yamhill County's awarded contractor, nor does it guarantee any additional contracts will result, it does allow other Oregon local governments or qualified purchasing contracting agencies, at their discretion, to make use of Yamhill County's competitive process and purchase directly from the awarded contractor. This language shall appear in the original contract between Yamhill County and the awarded contractor and in any other contracts, if any, between the awarded contractor and other Oregon local governments or qualified purchasing contracting agencies. All purchases made by other Oregon local governments or qualified purchasing contracting agencies shall be understood to be transactions between that Oregon local government or qualified purchasing contracting agency and the awarded contractor. No material change may be made in the terms, conditions, or prices of any contract between the awarded contractor and other Oregon local government or qualified purchasing contracting agency from the terms, conditions, and prices of the original contract between the awarded contractor and Yamhill County. Yamhill County shall not be responsible for any such purchases.

By submitting a proposal, proposer agrees that, if they are the awarded contractor, they agree to extend the terms and conditions of the original contract, inclusive of pricing, to other Oregon local governments or qualified purchasing contracting agencies as described above.

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## EXHIBIT B

### PROPOSER INFORMATION AND CERTIFICATION SHEET

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Legal Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_ Oregon Business Registry No.: \_\_\_\_\_

**Any individual signing below hereby certifies they are an authorized representative of Proposer and that:**

1. Proposer understands and accepts the requirements of this RFP, including all legal requirements described therein, and further acknowledges receipt of, and agreement to comply with, any and all Addenda to this RFP.
2. Proposer agrees that its Proposal is a Firm Offer for 180 days following the Closing.
3. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
4. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as 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.
5. Proposer and Proposer's employees, agents, and subcontractors are not included on:
  - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
6. To the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
7. All contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposer Information and Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
8. To the best of the undersigned's knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
9. Proposer understands that any statement or representation it makes in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name and Title)