

Columbia River Fire & Rescue District



REQUEST FOR PROPOSAL

General Accounting Services

ISSUE DATE: November 29, 2024

ISSUED BY: Columbia River Fire & Rescue District

PROCUREMENT CONTACT: Eric Smythe, 503-397-2990 smythee@crfr.com

PROPOSALS DUE: December 30, 2024 at 5:00 PM PST

I. INTRODUCTION.

A. Request for Proposals Advertisement.

General Accounting Services

Columbia River Fire & Rescue District

Date of Issue: November 29, 2024
Closing Time and Date: 5:00 PM PST, December 30, 2024
Proposal Opening: 5 PM PST, November 29, 2024
Procurement Contact: Eric Smythe smythee@crfr.com

PUBLISHED NOTICE

REQUEST FOR PROPOSAL

The Columbia River Fire & Rescue District (the “District”) requests proposals from experienced accounting firms or individual accountants to serve as the District’s general accountant. It is the intent of the District to enter into a contract with the selected firm or individual which will include specified rates for the services that are required to be provided for a specified scope of work. Respondents to this request will be evaluated based upon their qualifications, prior experience, associated fees, and other relevant factors.

Copies of the Request for Proposal document may be obtained from Eric Smythe at www.crfr.com, or they may be viewed at Columbia Fire & Rescue, 270 Columbia Blvd., St. Helens, OR 97051. Proposals are due no later than 5 **P.M. PST** 12/30/2024 and shall be delivered to the Procurement Contact at Columbia Fire & Rescue, 270 Columbia Blvd., St. Helens, OR 97051. Proposals received after the specified due date and time will not be considered. If deemed necessary, the District will conduct interviews of the successful proposers; interviews could potentially be scheduled for 01/09/2025.

All proposers must be Certified Public Accountants licensed by the Oregon Board of Accountancy. Failure to meet licensing requirements will be sufficient cause to reject proposals as non-responsive. For this service, the provisions of the contract attached to the RFP will apply. This solicitation does not obligate the District to pay any costs incurred in preparation or presentations, or to select any proposer who responds. The District reserves the right to reject any proposal not in compliance with all prescribed requirements and may reject for good cause any or all proposals upon a written finding that it is in the public interest to do so.

The District will not hold a pre-proposal conference for this RFP.

Published 11/29/2024.

B. Overview. The District is seeking a general accountant to provide the following general accounting services, which are described in more detail in Exhibit 1 to the sample contract attached to this RFP as Attachment C: monthly bookkeeping and accounting services; budget support; audit support; and training/additional support.

C. RFP Documents. The RFP documents consist of the following:

- Request for Proposal – General Accounting Services
- Attachment A – Proposer Certification Form
- Attachment B – Proposer Reference Form
- Attachment C – Sample Contract

II. TIMELINE AND DEADLINES. The timeline for, and deadlines associated with, this RFP are set forth below. The District reserves the right to deviate from the schedule set forth in this Section II.

ACTIVITY	DATE
Issuance of Request for Proposal	
Pre-proposal Conference	
Deadline for Questions/Clarifications/Protest of Solicitation Documents	NTD: Default under the rule is not less than ten days prior to the date the proposals are due.
Proposals Due	
Notification of Interviews	
Interviews	
Notice of Intent to Award	
Deadline for Filing Protest of Award	NTD: Not less than seven days from the date of Notice of Intent to Award.
Anticipated Contract Start	

III. GENERAL TERMS.

A. RFP Clarifications and Protests; Addenda.

1. Informal Questions or Requests for Clarification. Any proposer requiring clarification of the information provided in this RFP may submit specific questions or comments, in writing only, to the Procurement Contact shown on page 1 of this RFP. Email is the preferred form of written communication. The deadline for submitting such questions is set forth in Section II.
2. Protest of RFP or Contract Documents. Any proposer wishing to protest this RFP or any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests in writing to the Procurement Contact shown on page 1 of this RFP. The deadline for submitting such protests is set forth in Section II.

3. Content of Solicitation Protest. The prospective proposer's written solicitation protest must include all of the following as required under ORS 279B.405 and OAR 137-047-0730:
 - a. Sufficient information to identify the solicitation that is the subject of the protest;
 - b. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name;
 - c. Evidence or supporting documentation that supports the grounds on which the protest is based; and
 - d. A statement of the desired changes to the RFP process or the RFP documents that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest.
4. Extension of Due Date. The District may extend the proposal due date and time for any reason, including but not limited to if it determines an extension is necessary to consider and respond to a properly filed protest, request for change, or request for clarification.

B. Addenda.

1. If the District determines that a change or clarification to the RFP or the RFP documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, posted on www.crfp.com.
2. Addenda shall have the same binding effect as though contained in this RFP.
3. Statements made by the District's representatives are not binding on the District unless confirmed by a written addendum.

C. Confidential Information.

1. The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted under the Oregon Public Records Law or other applicable law.
2. Pursuant to ORS 279B.060(6), proposals will not be open for public inspection until the Notice of Intent to Award is issued. Thereafter, the District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- a. Such pages must be clearly marked “Confidential” on each page of the confidential document.
 - b. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to the District in a separate envelope or package.
 - c. In its proposal, proposer must cite the specific statutory exemption in Oregon Public Records Law exempting such pages from disclosure.
 - d. Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
 - e. Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law.
3. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the County District Attorney or a court of competent jurisdiction.
 4. Prior to disclosing such information, the District will make reasonable attempts to notify the proposer of the pending disclosure.

D. Additional Terms.

1. Proposers shall bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The District is not liable to any proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.
2. All material submitted for any portion of a proposal in response to this RFP, or during any tier of this solicitation, shall become the property of the District and will not be returned to proposers.
3. Proposals shall remain valid for a period of 90 days following the proposal due date.

4. The District may cancel this procurement or reject any or all proposals in accordance with ORS 279B.100.
5. The District reserves the right to investigate references, including customers other than those listed in a proposer's proposal. This inquiry may include without limitation investigation of past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

IV. PROPOSAL REQUIREMENTS AND EVALUATION.

A. Submittal Requirements.

1. Date, time, and location. Interested proposers must submit their proposals no later than the due date identified in Section II. Proposals shall be submitted to the Procurement Contact identified on page 1 of this RFP at the following address:

Columbia River Fire & Rescue District
270 Columbia Blvd.
St. Helens, OR 97051

No Facsimile (FAX) transmitted proposals will be accepted.
No electronic proposals will be accepted.

2. Late submission. A proposal shall be considered late if received at any time after 5:30 PM, on the proposal due date identified in Section II of this RFP. Proposals received after the specified time will be rejected. It is proposer's sole responsibility to ensure that proposals are submitted on time and to the correct location.
3. Number and Form. Proposers shall submit 1 hard copy proposals in a sealed box or envelope to the Procurement Contact at the address identified in Section IV.A.1. The proposals shall be distinguished in separate sections in response to the detailed proposal requirements. Proposals must include a one-page cover letter, be double-sided when possible, and prepared simply and economically (comprised of recyclable and, ideally, recycled materials). Proposals are limited to 50 pages and minimum 12 font print (**not** including a cover letter, proposal section dividers, resumes of proposed personnel, and Attachment A). One double-sided sheet is considered equal to two pages. No other material should be submitted.
4. Proposal Certification Statement. A proposal certification statement (Attachment A) shall be filled out and signed, and accompany each proposal. Signatures should be in ink; an electronic signature will not be

accepted in lieu of an original handwritten signature. The certification shall bind the proposer to perform the services for the fees stated in their proposal. Failure to submit a signed proposal certification statement will result in disqualification of the proposer.

5. Modification or Withdrawal of Proposal. Prior to the proposal due date and time identified in Section II, any proposal may be modified or withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative. If issuing a modification or withdrawal request, the request must be received by the District before the proposal due date and time.

B. Detailed Proposal Requirements.

Every proposal must reply to each of the following items. Responses must be in the same order listed below. Concise and direct answers are encouraged.

By listing individuals in the proposal, the proposer guarantees that these individuals will be available to work with the District as needed. The District reserves the right to approve or reject any changes to the proposed personnel. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

1. Cover Letter. Proposals must include a cover letter with the following information:
 - a. RFP Title;
 - b. RFP Number;
 - c. Name of Proposer;
 - d. Name(s), title(s), mailing address, telephone number(s), fax number(s) and email, address(es) of the person or persons who have authority to negotiate and contractually obligate the proposer for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries related to the proposal;
 - e. Date of submission;
 - f. Number of years the proposer has been in business under its current business name and any other names the proposer has operated under; and
 - g. The number of years the proposer has operated in Oregon;

2. Background.
 - a. Provide a brief description of proposer's history and its capabilities.
 - b. Background of key professionals within proposer's firm or organization that would be available to the District, including licenses held.
 - c. Provide evidence of any relevant licenses that proposer holds.
3. Experience.
 - a. Provide a description of proposer's experience working with public bodies of a similar size or type to the District.
 - b. Provide a description of proposer's experience performing the types of services described in Exhibit 1 to the sample contract attached to this RFP as Attachment C.
 - c. Provide a description of proposer's experience working with both staff and governing boards of client organizations.
4. Staffing.
 - a. Describe the experience of proposed key professionals and how each is ideally suited to provided services to the District.
 - b. Describe the capacity of proposer to perform the scope of work identified in Exhibit 1 to the sample contract attached to this RFP as Attachment C.
5. References.
 - a. Complete the proposer reference form attached to this RFP as Attachment B.
 - b. You may provide up to three supporting letters from previous clients that address proposer's ability to meet deadlines and quality of work.
6. Fees and Compensation.
 - a.
 - b.
 - c.

C. Proposal Evaluation.

1. Evaluation Committee. An evaluation committee, consisting of not less than three individuals, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Proposal Evaluation Criteria set forth in Section IV.D.1 below.
2. Scoring. As set forth in Section IV.C.1 above, each evaluator will independently score the proposals in accordance with the evaluation criteria. The District will average the scores per category and then sum the category averages for a total written evaluation score for each proposal.

D. Evaluation Criteria.

1. Proposal Evaluation Criteria.

Criteria	Maximum Points Available
Firm Background	20
Experience	20
Staffing	20
Fees and Compensation	20
References	20
	100 (Total Points Available)

2. Interview Evaluation Criteria.

Criteria	Maximum Points Available
Firm Background	25
Experience	25
Staffing	25
Fees and Compensation	25
	100 (Total Points Available)

E. Invitation for Interview.

1. After scoring the proposals under Section IV.C.2 above, the evaluation committee may conduct interviews with one or more top-ranked proposers if the District determines in its sole discretion that interviews are necessary or desirable.
2. The number of proposers selected for interviews is at the sole discretion of the evaluation committee.
3. If the District decides to hold interviews, the District will notify all proposers in writing. The District will include the names of the proposers

selected for interviews as part of the notice. The District will also include the date, time, and location of the interviews.

4. The District may distribute a list of anticipated interview questions and/or presentation expectations to the proposers selected for interviews if the District determines, in its sole discretion, that it is in the best interests of the District and proposers do so.
5. No additions, deletions, or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.

F. Interview Evaluation.

1. Each evaluator will score the interviews in accordance with the Interview Evaluation Criteria set forth in Section IV.D.2 above.
2. The District will average the interview scores per category and then will sum the category averages for a total interview evaluation score for each proposer.
3. The District will sum the proposal evaluation score and the interview evaluation score to achieve a total score per proposer.

V. AWARD AND NEGOTIATIONS.

A. Notification of Intent to Award. The District will notify proposers of its intent to award by posting such notification on website and by email.

B. Negotiation.

1. After the District has issued the Notice of Intent to Award, the District shall commence serial negotiations with the highest-ranked eligible proposer.
2. At any time during negotiations, the District may terminate negotiations with the highest-ranked proposer, or the eligible proposer with whom it is currently negotiating if the District believes that proposer is not discussing or negotiating in good faith, or that further discussions or negotiations with that proposer will not result in the parties agreeing to the terms and conditions of a contract in a timely manner.
3. If the District terminates negotiations with an eligible proposer, the District may then commence negotiations with the next highest-ranked eligible proposer.
4. The District reserves the right to negotiate final contract terms with the selected proposer(s) to the fullest extent allowed by law and as in the best interest of the District.

C. Award of Contract. If the District awards a contract pursuant to this RFP it will award a contract to the responsible proposer whose proposal the District determines in writing is the most advantageous to the District based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

D. Protest of Contract Award.

1. A proposer may protest the Intent to Award a contract, provided:
 - a. The proposer is adversely affected because the proposer would be eligible to be awarded the contract in the event that the protest were successful; and
 - b. The reason for the protest is:
 - i. All lower bids or higher ranked proposals are nonresponsive;
 - ii. The District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the RFP documents;
 - iii. The District has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or
 - iv. The District's evaluation of bids or proposals or the District's subsequent determination of award is otherwise in violation of ORS 279B or 279C.
2. Protests must be made in writing and addressed as follows:

PROTEST OF AWARD: RFP NO. #####-#####
Eric Smythe/ 270 Columbia Blvd. St. Helens, OR 97051
Phone: 503-397-2990
Email: smythee@crfr.com
3. All protests must be received by Eric Smythe no later than the date and time specified in Section II for submitting such protests.
4. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for a protest.
5. Untimely protests, or protests which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.

VI. CONTRACT TERMS AND CONDITIONS.

A. Contract Award and Term. The District intends to award a single contract as a result of this RFP. The contract term will be 3 years.

B. District Contract.

1. Proposers are advised to thoroughly review and familiarize themselves with the sample contract included as Attachment C.
2. The successful proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment C.
3. Any contract resulting from this RFP will be based on the RFP documents and in compliance with Oregon's Public Contracting Code.

C. Insurance. Proposers must meet the insurance requirements set forth in the sample contract and are advised to carefully review the insurance requirements before submitting a proposal.

ATTACHMENT A

**Proposal Certification Statement Form
PROPOSAL FORM**

Project Name: General Accounting Services

Proposal Due Date: Insert date and time

Proposal From: _____

The undersigned hereby proposes to provide to the District all materials, services, and labor necessary to perform all work in connection with the services described in this Request for Proposals in strict accordance with the terms of this Request for Proposals.

The proposer must respond to each of the yes/no prompts below, otherwise the proposal will not be considered.

1. Addenda:

Complete this section if any Addenda were issued and received.

Proposer has received Addenda ____ through ____.

2. Nondiscriminatory Subcontractor Participation:

Proposer certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract related to this RFP because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business that is certified under ORS 200.055.

Yes No

3. Reciprocal Preference Law/Resident Bidder:

Proposer certifies that proposer is a “resident bidder” as defined in ORS 279A.120:

Yes No

4. Oregon Office for Business Inclusion and Diversity Certification:

Please indicate whether your business is certified under ORS 200.055 as any of the following:

Minority Business Enterprise Women Business Enterprise
 Emerging Small-Business Enterprise Service-Disabled-Veteran Enterprise

5. Licensure:

Proposer certifies that it maintains all certifications required by law and under this RFP to perform the services described in this RFP.

Yes No

6. Proposer's Signature and Identification:

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other entity or person relating to this proposal.

[Signature page follows]

Name of Proprietor, Partnership, or Corporation:

Authorized Official's Name and Title (Please Print):

Signature of Authorized Official: _____ Date Signed: _____

Street Address

City, State, and Zip Code

Mailing Address (if different from street address)

City, State, and Zip Code

Phone Number

Employer Federal ID Number

License Number

ATTACHMENT B

PROPOSER REFERENCE FORM

Provide a minimum of three references from different projects that the District may contact regarding the quality of service that you or your firm has provided on projects of comparable size and scope. The list of references must include the following information:

1. Company Name: _____
Contact Name and Phone #: _____
Address: _____
Dates of Service: _____
Contract Amount: _____

2. Company Name: _____
Contact Name and Phone #: _____
Address: _____
Dates of Service: _____
Contract Amount: _____

3. Company Name: _____
Contact Name and Phone #: _____
Address: _____
Dates of Service: _____
Contract Amount: _____

ATTACHMENT C

**Agreement for Personal Services
GENERAL ACCOUNTING SERVICES**

COLUMBIA RIVER FIRE AND RESCUE DISTRICT PERSONAL SERVICES CONTRACT

This Contract is between Columbia River Fire and Rescue District (“District”), and Insert Contractor Name (“Contractor”) (each, a “Party” and together, the “Parties”), to provide general accounting services.

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be Insert Start Date or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be Insert Termination Date.

Statement of Work. Contractor shall perform the work described in Exhibit 1. In performing the scope of work, Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate services.

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

Contract Documents. The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract, Exhibit 1 to this Contract; Exhibit 2 to this Contract; Insert Additional Documents as Necessary, e.g. RFP, proposal, fee schedule, design documents, or other documents that need to be contractual and incorporated by reference or included as exhibits.

If the Contractor’s proposal is included as an exhibit or otherwise incorporated into this Contract, it is incorporated only to the extent that it sets out a scope of work or Contractor’s compensation (and without limiting the foregoing, no terms or conditions of the Contractor’s proposal are incorporated to the extent that they address matters that are the subject of this Contract). A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire contract between the Parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of District, which may be withheld without cause. In addition to any other provisions District may require, Contractor shall require of any permitted subcontract under this Contract, that the subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and the subcontractor and shall not have any binding effect on District.

3. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not “officers, agents, or employees” of District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
4. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
6. **Nonperformance.** In the event of nonperformance under this Contract, District, after seven days’ written notice, shall have the right to obtain from other sources such products, services, or both as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified or scheduled.
7. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. District in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the Party seeking termination shall give to the other Party written notice of the breach and intent to terminate. If the Party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding Section 7(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

8. Payment of Invoices.

- a. Method of Payment. Contractor shall bill District monthly as services are performed, unless otherwise provided in Exhibit 1. Payment shall be made as provided in Exhibit 1.
- b. Payment on Early Termination. Upon termination pursuant to Section 7, payment shall be made as follows:
 - (i) If terminated under Section 7 (a) or 7 (b) for the convenience of District, District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim District may have against Contractor.
 - (ii) If terminated under Section 7(c) by Contractor due to a breach by District, then District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under Section 7(c) or 7(d) by District due to a breach by the Contractor, then District shall pay Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which District is entitled.

9. Services: Hours of Labor, Pay Equity (Required by ORS 279B.020, 279B.235). If this Contract includes the performance of “services” as defined in ORS 279A.010(1)(kk):

- a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay: (a) for all overtime in excess of eight hours a day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the workweek is four consecutive days, Monday through Friday; and (c) for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).
- b. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the Contract for cause.
- c. Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another

employee or another person, and may not retaliate against an employee who does so.

10. Payment of Laborers (Required by ORS 279B.220). Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this Contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund by Contractor or subcontractors, if permitted, incurred in the performance of this Contract;
- c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of such Contract.

The payment of a claim in this manner shall not relieve Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

11. Payment for Medical Care and Workers' Compensation (Required by 279B.230)

- a. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.,
- b. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

12. Tax Compliance Warranty (Required by ORS 279B.045). Contractor represents and warrants that Contractor has complied with the applicable 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 covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which District may terminate this

Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

13. Non-Appropriation/Adequate Funding.

- a. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by District's board of directors.
- b. Continuation of this Contract, at specified levels, is conditioned on adequate funding under District's budget adopted in [insert month] of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.

14. Remedies. In the event of breach of this Contract, the Parties shall have the following remedies:

- a. If terminated by District due to a breach by Contractor, District may complete the services itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
- b. In addition to other remedies provided in this Contract for breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
- c. If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of any Contract payments to which Contractor is entitled.

15. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

16. Access to Records. Contractor agrees that District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and

writings for a minimum of 10 years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

17. **Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of District. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. District shall have no rights in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only.

If this Contract is terminated by either Party or by default, District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

18. **Security.** Any disclosure or removal of any matter or property on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
19. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
20. **Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold District, its officers, agents, and employees, harmless from, for, and against all liability, loss, costs, or expenses, including attorney's fees and expert's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this Contract or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to District, but is in addition to such common law or statutory provisions.
21. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

22. **Waiver.** Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
23. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon without regard to conflict of law principles.
24. **Dispute Resolution.** The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decision under the Contract, or regarding the terms, conditions or meaning of this Contract. A neutral third party may be used if the Parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, any claim arising out of the dispute will be decided by binding arbitration. The Parties shall mutually select a single arbitrator and the rules applicable to the arbitration process. If the Parties cannot agree on the choice of an arbitrator and the rules applicable to the arbitration process, (a) the Parties shall apply to Arbitration Service of Portland, Inc. ("ASP") to appoint an arbitrator, and (b) the rules of ASP shall apply to the arbitration to the extent consistent with the terms of this Contract. The arbitration shall include, by consolidation or joinder or in any other manner, any additional persons or entities if (i) such persons or entities are materially involved in a common issue of law or fact in dispute and (ii) such persons or entities are either contractually bound to arbitrate or otherwise consent to arbitration. The agreements contained in this Section 26 shall be specifically enforceable in accordance with applicable laws in any court having jurisdiction. Any award rendered by an arbitrator shall be final, binding, and non-appealable, and judgment may be entered upon it in accordance with applicable laws in any court having jurisdiction. The location of an arbitration under this Section 26 shall be Washington County, Oregon.
25. **Licenses.** At all times during the term of this Contract, Contractor represents that it has any and all currently required licenses, certifications, or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Contract.
26. **Other Contractors.** District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
27. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
28. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.

No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

- 29. Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below. For notices or demands sent via email, notice is deemed delivered once sent to the respective Party at the email address listed below.

Columbia River Fire and Rescue District
Attn: Contact
Address
Phone
Email

Contractor name
Attn: Contractor Contact
Contractor Address
Contractor Phone
Email

- 30. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor certifies that it has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantage business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055.
-

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID# or Social Security # _____

Is Contractor a nonresident alien? _____ Yes _____ No

Business Designation (check one): _____ Sole Proprietorship _____ Partnership
_____ Corporation-for profit _____ Corporation-non-profit
_____ Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

NOTE: Contractor must also sign Exhibits 3 and 4 (if attached).

COLUMBIA RIVER FIRE AND RESCUE DISTRICT SIGNATURE

(This Contract is not binding on District until signed the appropriate signing authority)

Signature

Title

Date

Name (please print)

EXHIBIT 1
Services Contract

STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following services upon request from the District:

Monthly bookkeeping/accounting services, including:

- Reconciling the District's 6 bank accounts;
- Recording banking transactions not entered by the District;
- Recording credit cards transactions;
- Recording monthly EMS/shop/city billings;
- Recording payroll; and
- Journal entries as needed.

Budget support, including:

- Forecasting the District's personnel costs (based on information provided by District staff and reasonable assumptions);
- Utilizing current economic and financial data to prepare an operating budget for the District;
- Assisting the District with required legal notices and filings;
- Preparing the District's Proposed, Approved and Final Budget Documents;
- Presenting the District's Proposed Budget to the Budget Committee; and
- Providing the District a draft Resolution to Adopt the Budget.

Audit support, including:

- Reconciling account receivable for ambulance and other revenue sources;
- Reconciling property taxes and receivables;
- Reconciling and adjust year end payroll if necessary;
- Preparing audit workpapers and reports (financial only) and;
- Answer auditors questions related the services provided by Wolfe Consulting.

Training/Additional Support, including:

- Answering ad hoc questions from District as needed; and
- Attending monthly meetings with Fire Chief and Administrative Manager.

2. The maximum total payment under this Contract, including expenses: Describe (or reference exhibit, such as Contractor's proposal or the RFP)

3. District shall pay Contractor on the following basis: Describe (or reference exhibit, such as Contractor's proposal or the RFP):

District will pay Contractor:

[Monthly. District will make payments within 30 days of receipt of Contractor's invoice. Contractor's invoice must be submitted on or before the fifth day of each month for services performed during the previous month.]

OR

[Upon successful completion of the Services. District will make payment within 30 days of receipt of Contractor's invoice. Contractor will submit its invoice upon successful completion of the Services.]

Contractor shall submit invoices to: [INSERT ADDRESS FOR INVOICES].

4. **District will pay expenses on the following terms and conditions:** Describe, or (reference exhibit, such as Contractor's proposal or the RFP) things like agreed-upon rates, costs, reimbursable expenses, etc.
5. **This Contract may be renewed on the following basis:** This Contract will terminate [INSERT].

**District shall have the right to withhold from payments due Contractor such sums as are necessary in District's sole opinion to protect District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

EXHIBIT 2
Services Contract
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach exemption in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$100,000, \$2,000,000, \$3,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the Contract.

Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$100,000, \$2,000,000, \$3,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

Required by District Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to District prior to contract execution. The Certificate(s) shall provide that there shall

be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Contractor's insurer to District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An Additional Insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until District receives the Certificate and Additional Insured endorsement. If requested, complete copies of insurance policies shall be provided to District.