

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

INITIAL ADVERTISEMENT DATE: March 5, 2025

Notice is hereby given that Tillamook County is seeking a District Medical Examiner.

All work specified shall be awarded to one (1) contractor only.

The request for proposal (RFP) documents may be viewed at Tillamook County Board of Commissioners' Office, Attention: Isabel Gilda, 201 Laurel Avenue, Tillamook, Oregon 97141, between 8:00 a.m. and 4:00 p.m., Monday through Friday, local time. The proposal documents may be obtained electronically, at no charge, by e-mailing isabel.gilda@tillamookcounty.gov. Each prospective proposer must provide full company name, address, contact name, phone and e-mail address at the time of request.

Proposals will be received until, but not after, 1:00 p.m. Monday, March 31, 2025, at the Tillamook County Board of Commissioners' Office, 201 Laurel Avenue, Tillamook, Oregon 97141. Proposals that are received after the closing time, regardless of the postmark, will not be accepted for any reason and will be returned to the addressee unopened. Delivery to an office other than the office identified above is not acceptable.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
II.	SCOPE OF SERVICES.....	3
III.	INFORMATION AND INSTRUCTIONS TO PROPOSERS	4
	A. QUALIFICATION REQUIREMENTS	4
	B. PREPROPOSAL INTERPRETATION OF CONTRACT DOCUMENTS	5
	C. INFORMAL PROPOSALS.....	5
	D. SUBMISSION OF PROPOSALS.....	5
	E. WITHDRAWAL OF PROPOSAL	5
	F. NOTICE TO PROCEED	5
	G. CONTRACT TERM	6
	H. AGREEMENT FOR SERVICES	6
	I. TILLAMOOK COUNTY RESERVES THE RIGHT TO	6
	J. ANTICIPATED RFP CALENDAR	6
	K. CONTRACT ADMINISTRATOR.....	6
	L. INCURRING COSTS.....	7
	M. ADDENDA.....	7
	N. RESPONSE DATE	7
	O. ACCEPTANCE OF PROPOSAL CONTENT	7
	P. ECONOMY OF PREPARATION	7
	Q. PUBLIC RECORDS.....	7
	R. FORFEITURE OF THE CONTRACT.....	8
	S. MANNER OF PAYMENT.....	8
	T. ASSIGNMENT OF RESONSIBILITY	8
	U. LIABILITY	8
	V. PROTESTS	9
	W. APPEALS	9
	X. PUBLIC CONTRACT REQUIREMENTS.....	9
IV.	PROPOSAL SUBMISSION DEADLINE	9
V.	SUBMITTAL REQUIREMENTS	10
	A. CONTENTS OF THE PROPOSAL.....	10
VI.	CONTRACTOR SELECTION PROCESS	10
VII.	CONTRACTOR SELECTION CRITERIA.....	10
	GENERAL INFORMATION QUESTIONNAIRE	11
	SAMPLE AGREEMENT	14
	PUBLIC CONTRACT PROVISIONS	22

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

I. INTRODUCTION

- A. Death investigations are a necessary function under Oregon law and fall under the direction of the District Medical Examiner and the District Attorney. The District Medical Examiner is the primary person responsible for investigating and certifying deaths as required by Oregon law. This position is primarily administrative with the supervision of a Chief Medicolegal Death Investigator (MDI) who performs a majority of the field work required in death investigations. This position requires close collaboration with the District Attorney to ensure proper administration of the MDI Program.

II. SCOPE OF SERVICES

- A. As a licensed physician appointed by the State of Oregon Chief Medical Examiner, conduct death investigations pursuant to Oregon Revised Statutes (ORS) Chapter 146.
- B. Deaths requiring investigation under ORS 146.090 include:
- Apparently homicidal, suicidal or occurring under suspicious or unknown circumstances;
 - Resulting from the unlawful use of controlled substances or the use or abuse of chemicals or toxic agents;
 - Occurring while incarcerated in any jail, correction facility or in police custody;
 - Apparently accidental or following an injury;
 - By disease, injury or toxic agent during or arising from employment;
 - While not under the care of a physician during the period immediately previous to death;
 - Related to disease which might constitute a threat to the public health; or
 - In which a human body apparently has been disposed of in an offensive manner.
- C. Take custody of and/or exercise control over a body, the effects of the deceased and any weapons, instruments, vehicles, buildings or premises which the District Medical Examiner, District Attorney, or Chief MDI has reason to believe were involved in the death, in order to preserve evidence relating to the cause and manner of death.
- D. Certify cause and manner of death and record death certificate information.
- E. Serve as administrator of the District Medical Examiner's office within Tillamook County:
- Maintain copies of reports as required by law.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

- F. Appoint MDIs with approval of District Attorney.
- G. Supervise Chief MDI to ensure the following:
 - Response to scenes requiring death investigation;
 - Examination of body/ biological specimens collected;
 - Medical records ordered/reviewed;
 - Notification to next of kin;
 - Notification to District Attorney;
 - Notification to appropriate agencies/authorities as directed by law; and
 - Any other duties/investigation as directed/required.
- H. Review/approve all reports submitted by Chief MDI.
- I. Provide state mandated death investigation reports to the State of Oregon Chief Medical Examiner's Office.
- J. Supervise assistant District Medical Examiners if appointed.
- K. Appear as a witness in Grand Jury or other court proceedings as necessary.
- L. Perform any other duties as required by ORS chapter 146.
- M. Work may be performed remotely depending on level of authority granted to Chief MDI.
- N. Time commitment: Due to the number of deaths requiring investigation in Tillamook County, this position requires a regular, part-time commitment which averages fifteen (5) to twenty (20) hours per week.

QUALIFICATIONS

- O. Current license to practice medicine by the Oregon Medical Board.
- P. Appointment/approval by Chief Medical Examiner for the State of Oregon

III. INFORMATION AND INSTRUCTIONS TO PROPOSERS

A. QUALIFICATION REQUIREMENTS

Each responsible proposer shall respond to the "submittal requirements" as presented in Section V of this request for proposal (RFP). Proposals received without the required information may be rejected as not being responsive.

The county shall have the right to disqualify any proposal as a result of the information gathered in its research.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

B. PREPROPOSAL INTERPRETATION OF CONTRACT DOCUMENTS

Any person who contemplates submitting a proposal for the services contract and finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the RFP document, shall submit to Isabel Gilda at isabel.gilda@tillamookcounty.gov a written request for clarification or interpretation there of not later than seven (7) working days before the RFP closing date.

Any clarification or interpretation of the proposal documents or services contract will be made only by written notification. Changes to this RFP document shall only be made by written addendum. A copy of each addendum will be mailed or delivered to each person receiving a RFP document. Any addenda so issued are to be considered a part of the RFP document. The county is not responsible for any explanation, clarification, interpretation or approval made or given in any manner, except by addenda.

C. INFORMAL PROPOSALS

Proposals which are incomplete or which are conditioned in any way or which contain erasures or alterations may be rejected as being informal.

D. SUBMISSION OF PROPOSALS

One (1) original and five (5) copies of each proposal, all with original signatures, shall be sealed in an envelope, addressed to the Tillamook County Board of Commissioners or delivered to the Commissioners' Office, 201 Laurel Avenue, Tillamook, Oregon 97141, showing on the outside of the envelope the name of the business or proposer and the words "PROPOSAL FOR DISTRICT MEDICAL EXAMINER". Proposals will be received until the date and time stated in the advertisement. Any proposals received after the scheduled closing time for receipt of the proposal shall be returned to the proposer unopened. **NO PROPOSAL WILL BE ACCEPTED BY WAY OF FAX.**

E. WITHDRAWAL OF PROPOSAL

At any time prior to the date and time set for the receipt of proposals, a contractor may withdraw their proposal by submitting a written request to do so. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the submission of proposals.

F. NOTICE TO PROCEED

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. From the date the notice of intent to award is issued the successful proposer shall have ten (10) calendar days to execute the contract and return it to the county. Contractual work may not begin until the notice to proceed (purchase order) has been issued. The county will issue the notice to proceed after execution of the contract by the county. The notice to proceed will state the date work under the contract shall begin. After contractor begins work, contractor shall continue to completion without interruption, unless work suspension is approved in writing by the county.

G. CONTRACT TERM

The term of this contract shall be for one year, July 1, 2025 through June 30, 2026.

H. AGREEMENT FOR SERVICES

A sample contract is included in the RFP documents attached hereto. If a contract is awarded, it is anticipated that the contract will closely approximate this document to include "supporting documents". The "supporting documents" will include, but are not limited to the RFP document and all addenda, the proposer's written proposal, all required certificates and all other documents incorporated by reference therein.

I. TILLAMOOK COUNTY RESERVES THE RIGHT TO

1. Reject any and all proposals received in response to this RFP.
2. Accept a proposal and subsequent offers for contract from other than the lowest cost proposal.
3. Waive or modify any irregularities in proposals received, after prior notification to the proposer.
4. Consider proposals or modifications received at any time before the award is made, if such action is in the best interests of the county or the public.

J. ANTICIPATED RFP CALENDAR

<u>Event</u>	<u>2025 Dates</u>
RFP released	March 5
Proposals received (last day)	March 31 at 1:00 p.m.
Proposal evaluations begin	April 1
Interviews	TBD
Notice of Award by county	April 16
Execution of contract by county	April 30

K. CONTRACT ADMINISTRATOR

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

The county's contract administrator for this contract is Rachel Hagerty.

L. INCURRING COSTS

The county or its' agents or assigns are not liable for any cost incurred by proposer prior to issuance of a contract and notice to proceed.

M. ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective proposers who have been issued a RFP document through the Tillamook County Board of Commissioners' Office.

N. RESPONSE DATE

In order to be considered for selection, proposals must arrive at the Board of Commissioners' office in the manner and on or before the date specified in the RFP solicitations. Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals.

O. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award.

P. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of the content. Proposals should be limited to ten (10) pages or less, not including cover pages.

Q. PUBLIC RECORDS

This RFP and one (1) copy of each original response received, together with copies of all documents pertaining to the award of a contract, shall be kept by the county for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

If the proposal contains any information that the proposer does not want disclosed to the public or used by the county for any purpose other than

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

evaluation of the offer, each sheet of such information must be marked clearly with the following legend:

THIS MATERIAL IS TO BE HELD CONFIDENTIAL.

The NON-DISCLOSURE FORM must be signed and attached to the RFP response. The above restriction may not include cost or price information which must be open to public inspection. The county will keep information confidential to the extent permissible under the law. All RFP responses shall be held confidential in total, until the Board of Commissioners has approved a recommendation for the award of a contract.

R. FORFEITURE OF THE CONTRACT

This contract may be canceled at the election of the county for any willful failure or refusal to faithfully perform the contract according to its terms as herein provided.

S. MANNER OF PAYMENT

Upon invoice, supported by appropriate documentation, the county will issue progress payments for the work accomplished.

T. ASSIGNMENT OF RESPONSIBILITY

If a contract is awarded, any assignments shall be made according to Oregon Revised Statutes.

U. LIABILITY

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

Such insurance shall be on an occurrence basis only and be evidenced by a certificate of insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages. The endorsement shall also contain a notice of cancellation provision.

V. PROTESTS

Protests of RFP specifications shall be presented, in writing, to the Tillamook County Counsel, 201 Laurel Avenue, Tillamook, Oregon 97141, at least seven (7) calendar days prior to the proposal submission deadline. No protests against the award because of the content of RFP specifications shall be considered after this deadline. Any written protest shall include the reason(s) for protest and any proposed changes to the specifications.

W. APPEALS

The following procedure will apply to proposers who wish to appeal a disqualification of proposal or award of contract:

Proposers shall submit the appeal in writing to Tillamook County Counsel within five (5) working days of postmarked Notice of Intent to Award.

Address appeal to: Tillamook County Counsel
 Tillamook County Courthouse
 201 Laurel Avenue
 Tillamook, Oregon 97141

The appeal must describe specific citation of law, rule, regulation or practice upon which protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.

X. PUBLIC CONTRACT REQUIREMENTS

This is a public contract. All the applicable provisions of state law and local public contracting rules as more particularly set forth herein, incorporated herein by reference, apply to this contract.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals shall be submitted to the Tillamook County Board of Commissioners' Office, 201 Laurel Avenue, Tillamook, Oregon 97141 by 1:00 p.m. on March 31, 2025

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

V. SUBMITTAL REQUIREMENTS

A. CONTENTS OF THE PROPOSAL

1. Proposals shall consider the scope of work listed above. Proposals shall clearly define the proposer's approach to providing the required services.
2. A statement which clearly sets forth the qualifications to provide the requested services, identifying background, experience and other qualifications in providing services similar to those sought by the county.
3. A list of references who may be contacted in regard to the qualifications of the responding proposer. References must, at a minimum, include three (3) former or current clients/employers for whom the proposer has provided services similar to those sought here, including name, address, phone number, name of contact person and the amount of the contract.
4. Provide proposed rate structure, such as hourly rate, per case rate, or flat fee.

VI. CONTRACTOR SELECTION PROCESS

A selection committee will be assembled for the purpose of evaluating all proposals received by the time and date set for receipt of proposals. The evaluation criterion is listed below. The committee may invite selected proposers to present their proposals and to answer questions during an interview. However, the county reserves the right to award a contract to the proposer that has submitted, based on the committee's sole determination, the best written proposal without conducting interviews.

VII. CONTRACTOR SELECTION CRITERIA

- A. A qualified physician will be selected from an evaluation of proposals and personal interviews, if conducted, according to the following non-prioritized and non-weighted criteria:
1. Experience in performing similar services and special knowledge pertinent to the functions described in the Scope of Service.Fee proposal.
 2. Availability of the proposer.
 3. The education, experience and expertise of the proposer.
 4. Recommendations.

Approved as to form and content this 5th day of March, 2025.


Contract Officer

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

GENERAL INFORMATION QUESTIONNAIRE

1. Organization or individual's name: _____
2. Individual preparing this response who can be contacted about this proposal:
Name: _____
Title: _____
Address: _____
Phone: _____
3. Federal Identification Number: _____
4. How long have you been in business? _____
5. Is your firm a corporation? Yes _____ No _____
If yes, please provide the date and State of incorporation and type of corporation.
Date: _____ State: _____ Type: _____
6. Are you a partnership? Yes _____ No _____
7. Number of professional staff employed in the local area office: _____
8. Please provide the following for up to four (4) references:

Business Name	Phone	Contact Person
Business Name	Phone	Contact Person
Business Name	Phone	Contact Person
Business Name	Phone	Contact Person

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the proposer certifies that:

9. The proposer certifies under penalty of perjury that to the best of their knowledge and belief:
 - a) The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - c) No attempt has been made nor will be made by the proposer to induce any other person to submit or not to submit a proposal for the purpose of restraining trade;
 - d) No board member or other officer, employee or person whose salary is payable in whole or in part from the county is directly or indirectly interested in the proposal or the services to which it relates or in any of the profits thereof;
 - e) Said proposer is not in arrears to the county, Oregon upon any debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Tillamook County and has not been declared irresponsible or unqualified, by any bureau, agency or department of the county or State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the proposer to receive public contracts, except (if none, proposer will insert "none");
 - f) Said proposer has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon.
10. The proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof and by submitting a proposal agrees to all terms and conditions.
11. If applicable, the proposer has or will provide workers' compensation coverage for all persons employed to perform the services covered by the proposal or for any other contact for service, in accordance with Oregon Revised Statutes, Section 656.001 to 656.794, either as a:
 - a) Carrier-insured employer, or as a
 - b) Self-insured employer provided by ORS 656.407.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

SAMPLE PERSONAL SERVICES AGREEMENT

This Personal Services Agreement, hereafter "agreement" is entered into by and between _____, hereafter "contractor" and Tillamook County, a political subdivision of the State of Oregon, hereafter "county", pursuant to ORS 203.010. County and contractor intend to contract for _____ services as described in attached project proposal. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. AGREEMENT

Contractor promises to provide, and county promises to pay for, the services described below according to the provisions of this agreement.

2. AGREEMENT PRICE AND AMOUNT

The price for the services and provided by contractor shall be _____.

3. AGREEMENT TERM

The term or period of this agreement shall begin _____ and end _____.

4. AGREEMENT DOCUMENTS

The following documents comprise the agreement and are incorporated here by reference in their entirety.

4.1. This Agreement;

4.2. Project Proposal; and

4.3. Public Contract Provisions;

5. TERMINATION NOTICE

5.1. WITHOUT NOTICE

5.1.1. This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

5.1.2. The parties mutually consent to termination in writing;

5.1.3. The agreement term ends;

5.1.4. The moment prior to the contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction;

5.1.5. When contractor's proposed agreement price adjustments exceed agreement specifications.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

5.2. WITH NOTICE

This agreement may also end and notice shall be served as required when:

- 5.2.1. Any party breaches any duty, term or condition of this agreement;
- 5.2.2. Either party commits a fraud or misrepresentation upon the other party;
- 5.2.3. Public funds are no longer available to support this agreement;
- 5.2.4. Thirty (30) days written notice is given by either party.

GENERAL PROVISIONS

6. STATUS OF CONTRACTOR

The parties intend that contractor, in performing the services specified in this agreement, shall act as an independent contractor.

- 6.1. The compensation provided herein shall be exclusive and county shall neither pay nor provide contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by county to contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, social security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of county's payment of compensation hereunder to contractor. County will report the total amount of all payments to contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 6.2. This agreement is personal as to contractor and contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of county; provided nothing herein shall prohibit any other consultants employed by contractor or in a firm of which contractor shall be a member to assist contractor in carrying out the responsibilities herein.
- 6.3. This agreement is not a contract of employment. The parties intend that contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and county shall not interfere with, control, or direct the manner or method in which such services are performed; provided, county shall direct contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

nature of contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, Contractor shall not be considered an agent of county.

- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary licenses and liability insurance as required by law.
- 6.5. In the event contractor's labor or services shall be performed by contractor's employees, such employees shall be and at all times remain the employees of contractor, under the contractor's sole and exclusive control, and shall not be deemed employees of county for any purpose.
- 6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.
 - 6.6.1. Contractor is solely liable for any workers' compensation coverage under this agreement. If contractor has the assistance of other persons in the performance of this agreement, contractor shall qualify and remain qualified for the term of the agreement as an insured employer under ORS 656.407. If contractor performs this without the assistance of any other persons, contractor shall execute a joint declaration with county's workers' compensation carrier absolving county of any and all liability as provided in ORS 656.029.
 - 6.6.2. If contractor is a subject employee for workers' compensation or unemployment insurance purposes, contractor shall provide such workers' compensation and unemployment coverage benefits at contractor's sole cost and expense and shall provide proof of such insurance and benefits at county's request.
- 6.7. Contractor represents that contractor has filed federal and state income tax returns (a) in contractor's business name or (b) on a business Schedule C as part of contractor's personal income tax returns, if contractor provided consulting services as an independent contractor during the previous calendar year.
- 6.8. Contractor represents that contractor is customarily engaged in an independently established business. To that end, contractor represents that at least three (3) of the following apply to contractor's business (initial those that apply):
 - 6.8.1. _____ Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of contractor's residence and that portion is used primarily for the business.
 - 6.8.2. _____ Contractor bears the risk of loss related to the business or the provision of services as shown by factors such

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

as: Contractor enters into fixed price contracts; Contractor is required to correct defective work; Contractor warrants the services provided; or Contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

6.8.3. _____ Contractor provides contracted services for two (2) or more different persons within a twelve (12) month period, or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

6.8.4. _____ Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.

6.8.5. _____ Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

7. NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state and local laws, rules and regulations on non-discrimination in employment; because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

8. NOTICES

Any notice required or permitted under this agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.1.1. Actually delivered, or

8.1.2. Three (3) days after deposit in United States Mail, certified, postage prepaid, addressed to the other party at their last known address.

8.2. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Tillamook County
Attn: _____
201 Laurel Avenue
Tillamook, Oregon 97141

CONTRACTOR: _____

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

9. STATUTORY PUBLIC CONTRACT PROVISIONS

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

10. CONFLICT OF INTEREST

Contractor covenants that contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

11. RECORDS

Contractor shall create and maintain records in accordance with generally accepted standards of contractor's practice and the records requirements of county. The records shall remain the property of county and be made available to county upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

12. AUDIT

Contractor shall maintain records to assure adequate performance and accurate expenditures within the agreement period. Contractor agrees to permit county, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. Any independent audit report of contractor's activities or finances prepared for contractor shall be submitted to the County Board of Commissioners.

13. MONITORING

Contractor agrees that services provided under this agreement by contractor; facilities used in conjunction with such services; client records; contractor's policies, procedures, performance data, financial records and other similar documents and records of contractor, that may pertain to services under this agreement, shall be open for inspection by county's agents at any reasonable time during business hours. Contractor agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State Archivist of Oregon.

14. CONSTRAINTS

This agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated therefore. Any provisions of this agreement which would conflict with law are deemed inoperative to that extent.

15. INTEGRATION

This agreement supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

Time is of the essence in all terms, provisions, covenants and conditions in this agreement.

16. SAVINGS

Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of this agreement shall remain in full force and effect.

17. WAIVER; MODIFICATION

Failure by county to enforce any provision of this agreement does not constitute county's continuing waiver of that provision, any other provision, or of the entire agreement. The rights and duties under this agreement shall not be modified, delegated, transferred or assigned, except upon the written, signed consent of both parties.

18. LIABILITY; INDEMNIFICATION

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Such insurance shall be on an occurrence basis only and be evidenced by a certificate of insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

19. JURISDICTION; LAW

This agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

20. LEGAL REPRESENTATION

In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

21. ATTORNEYS' FEES

Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

22. LANGUAGE

The headings of the agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

23. SUBCONTRACTING

Any subcontract ad infinitum of this agreement shall express the general provisions section of this agreement or incorporate it by reference.

24. BREACH

Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.

ACKNOWLEDGEMENT:

EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Approved as to form and content this ____ day of _____, _____.

Dated this ____ day of _____, _____.

CONTRACTOR:

Dated this ____ day of _____, _____.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

Department Head

OR

Dated this ____ day of _____, _____.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Chair	___	___	___/___
_____ Vice-Chair	___	___	___/___
_____ Commissioner	___	___	___/___

ATTEST: County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

County Counsel

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
 - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
 - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of

TILLAMOOK COUNTY
REQUEST FOR PROPOSALS
FOR PERSONAL SERVICES
DISTRICT MEDICAL EXAMINER

the remedies available under this contract, at law, or in equity, including but not limited to:

1. Termination of this contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and
 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
 3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

END OF PUBLIC CONTRACT PROVISIONS