

REQUEST FOR PROPOSALS

For Tax Statement Printing and Mailing Services for

Columbia County,

**And under permissive cooperative procurement pursuant to ORS 279A.215 allowing
other counties to opt into offered contract pricing**

February 22, 2012

All questions regarding this RFP shall be directed to:

Jennifer Cuellar-Smith
Director, Finance and Taxation of Columbia County
or

Mary Ann Guess,
Administrator, Taxation and Grants
230 Strand
St. Helens, Oregon 97051
503.397.0060
maryann.guess@co.columbia.or.us

SECTION I

REQUEST FOR PROPOSALS (RFP) / PROJECT OVERVIEW

Columbia County (“the County”) in Oregon is requesting proposals from qualified firms with significant experience to assist the County **with property tax statement printing and mailing**. This request for proposals (“RFP”) is a permissive cooperative procurement authorized under ORS 279A.215, with Columbia County Finance and Taxation Department playing the lead role and serving as the administering contracting agency.

This permissive cooperative procurement will allow other Oregon counties to establish their own contracts with the selected proposer under the same terms, conditions, and pricing as Columbia County’s contract. Proposers must agree to extend the terms, conditions and pricing to other interested counties.

This procurement model provides efficiencies for any of Columbia County’s fellow Oregon counties (36 in total) which may sign on to its terms and conditions as well as to the responding firms in preparing a single quote which could be offered to all.

Because the potential volume of business arising out of this procurement may considerably exceed Columbia County’s specific needs, the County urges responding firms to provide the best possible pricing in its proposals.

The County reserves the right not to select any firm to provide the solicited services or may elect to reject all proposals in accordance with ORS 279B.100. The County is an equal opportunity, affirmative action employer, that does not discriminate because of race, religion, color, sex, national origin, sexual orientation, marital status, age if the individual is 18 years of age or older, or disability, and invites proposals from minorities, women and emerging small businesses or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

Note that all proposals submitted are public documents.

The firms responding to this RFP should be prepared to cooperate fully with the County and its staff throughout the entire selection process.

This RFP is being issued under the authority of the Board of County Commissioners of Columbia County, Oregon. The RFP may be reviewed at the Columbia County Department of Finance, Columbia County Courthouse, 230 Strand, St. Helens, Oregon.

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

SECTION II

SCOPE OF SERVICES

Goals of RFP:

1. **Make best use of scarce public resources** through the most cost effective production of annual property tax statements and mailing of same in terms of combined savings in direct cost and county employee time.
2. Maintain **accuracy and timeliness** of all aspects of property tax statement printing and mailing services.

Summary of range of services:

1. Printing
 - a. Tax Statement on County provided stock
 - b. Insert on County provided stock
 - c. Tax Statement on firm provided stock
 - d. Insert on firm provided stock
 - e. Return envelopes
2. Mailing
 - a. Inserts – tax statement only
 - b. Inserts – tax statement + 1 item
 - c. Inserts – tax statement + 2 items
 - d. Metering
 - e. Other mail services which allow postage savings or other efficiencies
3. Other
 - a. Template design
 - b. Non-tax statement design (return envelopes, other inserts)
 - c. Data set up, verification
 - d. Address verification, authentication
 - e. Data analysis to assure most cost effective mailing/postage each cycle

A. Tax Statement Printing

1. Ability to print property tax statements according to standard formats (example shown in Section VII Annexes).
2. Ability to print segments of tax payer statements in different colors/on different color stock.
3. Ability to print county-specific notes or other distinguishing or unique information on tax statements.
4. Ability to update print format or information to conform to changes in Oregon Revised Statutes or Department of Revenue Administrative Rules.
5. Ability to schedule multiple county property tax statement print runs in order to allow all counties to meet statutory as well as desired internal production deadlines.
6. Ability to produce envelopes and other related materials to order that conform to specific and evolving County needs (additional inserts, lock box processing, internal processing, statements for February and May optional semester mailings, etc.).

7. Ability to identify addressees that receive multiple tax statements and provide reporting on these statistics to the County.
8. Ability to pull out and return to County for in-house mailing those tax statements meeting particular criteria (tax payers in deferral programs, multiples, etc.) determined by the County each tax statement production cycle.
9. Ability to make suggestions about formats, mail pieces, etc. that would facilitate more cost effective distribution of property tax statements.

B. Tax Statement Mailing

1. Provide County with address mailing format that will facilitate most cost-effective postage pricing for county.
2. Ability to analyze mailing data to achieve most cost effective mailing and postage possible per cycle.
3. Ability to combine multiple tax statements in a mailing in order to facilitate most cost effective postage pricing for county.
4. Ability to stuff additional materials and/or return envelopes in mailing process as agreed to at the outset of the print cycle that allows the County to adjust the items enclosed with each property tax statement mailing cycle.
5. Ability to schedule the mail drop of multiple county property tax statements to allow all counties to meet statutory as well as desired internal production deadlines.
6. Ability to make suggestions about address data points, formats, or other issues which would allow counties to take advantage of most inexpensive postage options.

Contractor must meet the highest standards prevalent in the printing and mailing industry.

The County anticipates awarding a 3 year contract.

Last year, Columbia County used an outside service to produce 29,200 tax statements, with 23,900 mailed by outside service provider with return envelopes and the balance were sent to Columbia County and mailed by county employees. Columbia County is in the middle third of the 36 Oregon Counties in terms of number of property tax accounts.

SECTION III

GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION.

1. This RFP is issued under the authority of:

Board of County Commissioners
Columbia County Courthouse
230 Strand, Room 331
St. Helens, Oregon 97051

Jennifer Cuellar-Smith, Columbia County Director of Finance and Taxation, is the person designated to receive proposals. All inquiries concerning the intent of this request, contract information or site access shall be directed to Mary Ann Guess, Administrator, Taxation and Grants, Columbia County Courthouse, St. Helens, OR 97051, 503.397.0060, maryann.guess@co.columbia.or.us

2. This Request for Proposals consists of the following items:

Section I. Request for Proposals / Project Overview

Section II. Scope of Services

Section III. General Instructions

Section IV. Proposal Response

Section V. Evaluation and Selection

Section VI. Contract

Section VII. Annexes

It is suggested that this package be checked to insure that all listed information is included.

3. It is extremely important that all portions of this Request for Proposals be completed as professionally as possible. An incomplete or uncoordinated submission can only be judged as indicative of the proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for such deviation in writing.
4. The Counties have made every effort to include sufficient information within this RFP for the respondents to prepare a responsive, comprehensive proposal. Should you have questions, in order to achieve an equitable dissemination of information, interested parties may submit written questions to Mary Ann Guess or Jennifer Cuellar by February 29, 2012, 4 p.m. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and be mailed, emailed or faxed to all who are known to have received the RFP by March 2, 2012.

Supplements, interpretations, corrections or changes to the RFP made in any other manner will not be binding, and Proposers shall not rely on them.

5. A list of all solicited proposers will be provided to any proposer upon receipt of a written request.

B. PROPOSAL SUBMITTAL OPTIONS

In order to be considered for purposes of evaluation and contract award, submit your proposal using one of the following three options:

Option 1: Submit a sealed envelop clearly marked on the outside **Property Tax Statement Proposal** with seven (7) copies of the complete proposal, including all other documents required to be submitted with the proposal

Option 2: Submit a sealed envelop clearly marked on the outside **Property Tax Statement Proposal** with a data stick or CD containing a single pdf document of the complete proposal, including all other documents required to be submitted with the proposal

Option 1 and 2 drop off at the following address/location

Columbia County Finance Department
Columbia County Courthouse
230 Strand St.
St. Helens, Oregon 97051

Option 3: Submit via email to maryann.guess@co.columbia.or.us a single pdf document of the complete proposal, including all other documents required to be submitted with the proposal. Clearly note **Property Tax Statement Proposal** in the subject line.

Proposals sent by fax will not be accepted.

Proposals sent by mail or other mailing/courier service are not recommended as this may cause your proposal to miss the deadline noted below.

No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction or proposals sent by mail/courier service and received in the Finance Department after the deadline. No responsibility or liability will be attached to any County official, employee or agent should a proposal sent via email not be received by deadline due to size or any other issue that impedes its arrival to the specified email address on time.

C. SUBMITTAL DEADLINE.

Proposals must be received by Columbia County Finance Department by **Wednesday, March 7, 2012, at 4:00 p.m.** Pacific Standard time, according to the clock in the Finance Department.

D. PROPOSAL OPENING.

Proposals will be opened beginning at noon, Thursday March 8, 2012, at the Columbia County Finance Department. All proposals received in compliance with the instructions of this RFP will be reviewed by the Director of Finance and Taxation and selected proposal evaluators beginning March 8, 2012.

Proposals received after the date and time specified in Section IV. C. and/or proposals that are not prepared and filed in substantial compliance with the terms and conditions of this RFP will not be considered for evaluation or award of a contract.

E. MODIFICATION OR WITHDRAWAL OF PROPOSAL.

A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing over the signature of proposer, or by facsimile. If by facsimile, written confirmation over the signature of proposer must have been mailed and postmarked on or before the date and time set for receipt of proposals.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

F. PROTEST PROCEDURES.

Paragraph 17 of the Columbia County Personal Services Contracting Rule provides as follows:

“All protests of solicitation or selection processes are limited to the following issues and filing times:

- (1) Solicitation protest: Unless a different deadline is specified in the RFQ, RFP, or other solicitation documents, prospective personal service contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the Department no later than seven calendar days prior to the close of the RFQ, RFP or other solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. No protest against selection of a personal services contractor or award of a personal services contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.
- (2) Selection protest: Every personal services contractor who submits a proposal in response to an RFP shall be mailed a copy

of the selection notice sent to the highest ranked personal services contractor. Unless a different deadline is specified in the RFP, a personal services contractor who has submitted a proposal and claims to have been adversely affected or aggrieved by the selection of a competing personal services contractor, shall have seven calendar days after receiving the notice of selection to file a written protest of the selection with the Department. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked personal services contractor eligible for selection, i.e., the protester must claim that all higher ranked personal services contractors were ineligible for selection because their proposals were nonresponsive or the personal services contractors nonresponsive. The Department shall not consider a selection protest submitted after the time period established in this subparagraph, or in the RFP if a different deadline is provided in the RFP.

- (3) The Director, or designee, shall have the authority to settle or resolve a written protest submitted in accordance with subparagraphs (1) and (2) of paragraph 17 of this Rule. The Director, or the Director's designee, shall promptly issue a written decision on the protest.
- (4) Review of the Department's disposition of a written protest submitted in accordance with subparagraphs (1) and (2) of paragraph 17 of this Rule shall be available by filing a written request for review of the Department's disposition with the Board of County Commissioners within seven calendar days."

As used above, "Department" means the Columbia County Finance and Taxation Department; "Director" means the Director of the Finance and Taxation Department. The deadline for solicitation protests for this RFP is 5:00 p.m. on February 29, 2012.

G. PUBLICITY.

No proposer shall issue any news release or otherwise seek publicity regarding this request unless or until prior approval in writing is obtained from the Project Representative.

H. SUBMITTAL COSTS.

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.

SECTION IV

PROPOSAL RESPONSE

The submitted written proposal must utilize the following format and content detail. Proposals shall be prepared so that responses are specifically identified in the same order as the requested information identified below.

**A. TITLE PAGE. T
(Mandatory)**

The name and signature of the proposing firm's authorized representative as well as his/her address and telephone number must be provided. The proposal must be dated on this page. The authorized representative is to signify the proposer's agreement and compliance with all requirements set forth in the RFP.

In addition, the signature will certify the proposer's acceptance of and responsibility for the following (**note that the following language must be reproduced above proposer's signature**):

1. All data presented in the proposal is accurate and complete.
2. Acknowledgment that the proposer has read and understood the RFP and the proposal is made in accordance with the contents of the RFP unless otherwise noted in the proposal.
3. The proposal shall be valid for 90 days after submission of the proposal.
4. Acknowledgment that this is a permissive cooperative procurement and if awarded a contract, proposer agrees to extend the same terms, conditions, and pricing to other Oregon counties.
5. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.
6. The discovery of any significant inaccuracy in information submitted by the proposer shall constitute good and sufficient cause for rejection of the proposal.

B. PROPOSED SERVICES (15 points) and COST OF and EFFICIENCIES REALIZED FROM PROPOSED SERVICES (20 points)

1. Describe the services proposed including work and/or inputs required by county staff and turnaround times and/or schedules required for completing services.
2. Address how your services address the goals of cost containment, efficiency, accuracy, and timeliness.
3. Note cost of service and pricing information.

If there are cost break points with smaller/larger number of print or mail runs or service groupings please indicate those price break points in your response.

If there are specialized service costs associated with data analysis, template design, etc. that are not included in per item print or mailing costs, note those costs and method of pricing.

If you have a proposed methodology for assessing potential variable costs over the life of the awarded contract (cost of paper, postage, special services, etc.), please note that in your response.

Provide estimate of any one-time conversion or start up costs associated with implementing the proposed services (assume the County is a new customer).

4. Describe any efficiency you believe the County individually or together with a group of counties resulting from the permissive cooperative procurement would achieve by contracting with your firm.
5. Give specific examples of how your services have resulted in a financial savings for current clients.
6. Describe recycled materials you propose to use, production processes that serve to lower greenhouse gas emissions or any other relevant information addressing eco-friendly operations at your firm.

C. STATEMENT OF QUALIFICATIONS and EXPERIENCE. (15 points)

Provide a brief explanation of why your firm is qualified to provide the services described in the Scope of Services to the County. Describe the experience of your firm in providing such services to other counties or public sector clients.

D. STAFFING. (10 points)

Identify the specific personnel who will be assigned to provide services pursuant to this RFP. For each of these persons, please provide a resume as an exhibit.

E. LOCAL (10 points)

Identify state of your company incorporation and the city(ies) in Oregon where staff are located. State if company is minority or women-owned.

F. SAMPLE REPORTS, DATA SETS and TECHNOLOGY (10 points)

Provide samples of the kind of data sets you would require from and reports you would prepare for the Counties during tax statement preparation and mailing process. Describe format and availability options (web based, self service, file format, etc.) for reports and data sets.

Provide information on your data security.

Provide information on software and hardware requirements for the County.

G. RESPONSE SERVICE.

(10 points)

Explain how your firm will be able to provide the immediacy of response and personal quality of service needed for the time sensitive task of property tax statement production and mailing.

H. CLIENTS/REFERENCES.

(10 points)

Provide a list of clients for whom you have provided tax statement printing and mailing or similar services during the past three years. Include names and telephone numbers of at least three references with the types of services noted.

I. STATEMENT OF ASSURANCE.

(Mandatory)

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules, or, if in violation, the violation does not have a material adverse effect on your ability to perform under the proposed contract.

J. INSURANCE.

(Mandatory)

Certify that your firm will purchase and maintain for the duration of the contract the following levels of insurance.

\$2,000,000 commercial general liability
\$2,000,000 professional liability

K. INTERVIEWS. Interviews may be conducted with the companies presenting proposals with the highest scores. Interviews will be scored based on information presented during interviews, and overall quality of the service proposed.

SECTION V

EVALUATION AND SELECTION

Proposals will be evaluated based on the quality of responses to specific items outlined in the PROPOSAL RESPONSE section of this RFP. Each valid proposal will be reviewed by the staff of the County. Additional clarifying material may be requested by the County. The reviewers will develop a shortlist of firms they believe will best serve their respective counties and may or may not interview the firms. The County does not accept responsibility for the return of successful or unsuccessful proposal.

The County reserves the right in its sole discretion to:

1. Amend this RFP at any time prior to the Submittal Deadline. Written notice will be given of such amendments to all interested parties who have requested or have been sent the RFP packet. Any amendment not in writing shall not be binding on the County.

2. Reject any proposal not in compliance with all prescribed RFP procedures and requirements.
3. For good cause reject any or all proposals upon a finding it is in the public interest to do so.
4. Waive minor irregularities in the proposals received.
5. Accept all or any part of a proposal in principle subject to negotiation of the final details. In particular, the County reserves the right to negotiate fee proposals.

SECTION VI

CONTRACT

The selected firm will be required to sign a Personal Services Contract which will be prepared by the County. The contract will be generated by the Columbia County Counsel's Office. The final contract will consist of the County's Public Services Contract and the following contract documents:

- Exhibit "A" - Scope of Services
- Exhibit "B" - This Request for Proposals
- Exhibit "C" - The Selected Vendor's Proposal
- Exhibit "D" - Special Provisions (as may be negotiated by the parties)

A copy of Columbia County's standard form Personal Services Contract (ORS 279B) is attached for reference.

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective .
2. Completion Date. The completion date for this Agreement shall be no later than _____.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$_____, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the

Sample Columbia County Contract

payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

Sample Columbia County Contract

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
- A. Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Sample Columbia County Contract

- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
 - C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

Sample Columbia County Contract

13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 combined single limit and professional liability insurance in an amount of not less than \$2,000,000 to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.
16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.
18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

SECTION VII

ANNEXES

(Copy of Property Tax Statement example)

REAL PROPERTY TAX STATEMENT
JULY 1, 2011 TO JUNE 30, 2012
COLUMBIA COUNTY, OREGON
230 STRAND STREET
ST. HELENS, OR 97051

ACCOUNT NO:
12996

PROPERTY DESCRIPTION

CODE: 0201
MAP: 4N1W07-AB-03132
ACRES: 0.11
SITUS: 58692 NOBLE RD ST HELENS
LEGAL: RIDGECREST PLANN COMM DEVE 176

780 - 006160 - 229750
 CHAD E DAVIS CONSTRUCTION LLC
 PO BOX 794
 FOREST GROVE, OR 97116

NW REGIONAL ESD	22.92
ST HELENS 502 SCHOOL	749.68
PORTLAND COMM COLLEGE	42.15
EDUCATION TOTAL:	814.75
COLUMBIA COUNTY	208.01
COLUMBIA 4H & EXTENSION	8.51
COL 9-1-1 COMM DISTR	81.29
COLUMBIA VECTOR	19.06
GTR ST HELENS PK & REC	34.98
PORT OF ST HELENS	13.21
COLUMBIA SWCD	14.91
ST HELENS CITY	284.36
COLUMBIA RIVER FIRE	443.14
GENERAL GOVT TOTAL:	1,107.47
COLUMBIA COUNTY	45.33
ST HELENS 502 SCHOOL	201.14
PORTLAND COMM COLLEGE	46.99
BONDS - OTHER TOTAL:	293.46

VALUES:	LAST YEAR	THIS YEAR
REAL MARKET (M5)		
LAND	54,470	41,070
STRUCTURES	141,010	122,990
TOTAL RMV	195,480	164,060
TOTAL ASSESSED VALUE	144,710	149,050
EXEMPTIONS		
NET TAXABLE:	144,710	149,050
TOTAL PROPERTY TAX:	2,199.37	2,215.68

If a mortgage company pays your taxes, This statement is for your records only.

To view Assessment and Tax data go to www.co.columbia.or.us
 County offices closed every Friday due to funding shortfall

QUESTIONS: ASSESSMENT (503) 397-2240 TAX (503) 397-0060

PAYMENT OPTIONS			
Date Due	3% Option	2% Option	Trimester Option
11/15/11	2,231.03	1,529.40	820.38
02/15/12			738.56
05/15/12		738.56	738.56
Total	2,231.03	2,267.96	2,297.50

2011-12 TAX (Before Discount) 2,215.68
DELINQUENT TAXES:
 2010-11 TAX AND INTEREST DUE 81.82

TOTAL DUE (After Discount and Pre-payments) 2,231.03

↑ Tear Here PLEASE RETURN THIS PORTION WITH YOUR PAYMENT Tear Here ↑

2011-2012 PROPERTY TAXES				COLUMBIA COUNTY REAL				ACCOUNT NO. 12996	
PAYMENT OPTIONS	Discount	Date Due	Amount	Date Due	Amount	Date Due	Amount		
Full Payment Enclosed	3%	11/15/11	2,231.03						
or 2/3 Payment Enclosed	2%	11/15/11	1,529.40			& 05/15/12	738.56		
or 1/3 Payment Enclosed	0%	11/15/11	820.38	& 02/15/12	738.56	& 05/15/12	738.56		

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATE Mailing address change on back

Enter Payment Amount
 \$

780 - 006160 - 229750
 CHAD E DAVIS CONSTRUCTION LLC
 PO BOX 794
 FOREST GROVE, OR 97116

MAKE PAYMENT TO:
 COLUMBIA COUNTY TAX COLLECTOR
 230 STRAND STREET
 ST. HELENS, OR 97051

05100000129960000082038000015294000002231035

150-553-008 (Rev. 06-11)