

## REQUEST FOR PROPOSALS DOCUMENTS

FOR THE ANNUAL AUDITS OF ACCOUNTS AND FISCAL AFFAIRS  
FOR COOS COUNTY  
COOS COUNTY LIBRARY SERVICE DISTRICT  
COOS COUNTY 4H & EXTENSION SERVICE DISTRICT  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT  
AND  
FINANCIAL ASSURANCES FOR SOLID WASTE DEPARTMENT

This Request for Proposals Packet includes the following documents, totaling 24 pages:

- This Cover Sheet (1 page)
- Notice Page (1 page)
- Instructions for Proposers (7 pages)
- Proposal Form (4 pages)
- Sample Contract (5 pages)
- Sample Contract Exhibit A (4 pages)
- Sample Contract Exhibit B (Statutory Provisions) (2 pages)

Please verify that your copy of the Request for Proposals Documents contains all pages of each of the above-referenced documents.

## REQUEST FOR PROPOSALS

Coos County is soliciting proposals from qualified providers to conduct the annual audits of accounts and fiscal affairs of Coos County, the Coos County Library Service District, the Coos County 4-H & Extension Service District, the Coos County Area Transit Service District and financial assurances for the Coos County Solid Waste Department.

Request for Proposals Documents including instructions, proposal form, and a sample contract may be obtained by contacting Megan Simms, Coos County Treasurer, by mail at 250 N. Baxter, Coquille, OR 97423, Ph:541.396.7730, Email: [msimms@co.coos.or.us](mailto:msimms@co.coos.or.us). Prior audited financial information is available online at <http://www.co.coos.or.us/treasurer>.

Proposals will be accepted by Bobbi Brooks, Administrative Aide to the Board of Commissioners' Office, delivered in person, or by mail to the Coos County Courthouse, 250 N. Baxter, Coquille, OR 97423. Proposals must be submitted in sealed envelopes and must be clearly labeled "Annual Audits Proposal" on the outside of the envelope. No proposals, regardless of method of delivery, will be accepted if not received by 2:00 p.m. on March 20, 2019. Proposals will be publicly opened and read immediately after the proposal deadline in the Commissioners' Conference Room or another room to be determined at the County Courthouse in Coquille, OR.

Date: February 19, 2019

Megan Simms, Coos County Treasurer

FOR THE ANNUAL AUDITS OF ACCOUNTS AND FISCAL AFFAIRS  
FOR COOS COUNTY  
COOS COUNTY LIBRARY SERVICE DISTRICT  
COOS COUNTY 4H & EXTENSION SERVICE DISTRICT  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT  
AND  
FINANCIAL ASSURANCES FOR SOLID WASTE DEPARTMENT

**INSTRUCTIONS FOR PROPOSERS**

**READ THESE INSTRUCTIONS CAREFULLY. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONSIDERATION.**

1.0 SOLICITATION AND SUBMISSION REQUIREMENTS

Coos County, a political subdivision of the State of Oregon, is soliciting proposals from qualified providers to conduct the annual audits of accounts and fiscal affairs of Coos County, the Coos County Library Service District, the Coos County 4-H & Extension Service District and the Coos County Area Transit Service District and for financial assurances for the Coos County Solid Waste Department. Prior audited financial information is available online at <http://www.co.coos.or.us/treasurer>.

This solicitation requests services for a three (3) year period beginning with the audit for the fiscal year of July 1, 2018 through June 30, 2019; July 1, 2019 through June 30, 2020; and July 1, 2020 through June 30, 2021. The contract may be renewed upon mutual agreement for one (1) additional three year extension.

The selected proposer will be required to execute a contract in substantially the same form of the proposed attached Sample Contract (including Exhibits A and B) after award by the Coos County Board of Commissioners. Proposers are encouraged to carefully and completely review all of the Request for Proposals Documents, including the proposed Sample Contract before submitting a proposal.

1.1 ANTICIPATED SOLICITATION SCHEDULE

February 20, 2019	RFPs emailed to potential proposers
March 6, 2019 - 5 p.m.	RFP Documents Clarification Request Deadline
March 11, 2019 - 2 p.m.	End of Solicitation Protest Period
March 20, 2019 - 2 p.m.	Proposal Submission Deadline / Opening of Proposals
March 26, 2019	Notice of Intent to Award Issued
March 29, 2019 - 2 p.m.	End of Contract Award Protest Period
April 2, 2019 - 9:30 a.m.	Anticipated Recommendation of Award of Contract to Board of Commissioners

## 1.2 TIME AND PLACE OF RECEIVING AND READING PROPOSALS

Proposals will be accepted by Bobbi Brooks, Administrative Aide to the Board of Commissioners' Office, delivered in person, or by mail to the Coos County Courthouse, 250 N. Baxter, Coquille, OR 97423. Proposals must be submitted in sealed envelopes and must be clearly labeled "**Annual Audits Proposal**" on the outside of the envelope. Submit an original and four (4) copies. No proposals, regardless of method of delivery, will be accepted if not received by **2:00 p.m. on March 20, 2019** as determined by the clock in the Commissioners' Conference Room. Proposals will be publicly opened immediately after the proposal deadline in the Commissioners' Conference Room or another room to be determined at the County Courthouse in Coquille, OR.

## 1.3 NO LATE PROPOSAL SUBMISSIONS

**Misdelivered, late, faxed, and electronically submitted proposals will be considered non-responsive, with no exceptions.** Please do not wait until the last minute for delivery. Proposers mailing a proposal should allow normal mail delivery time to ensure timely receipt of their proposals. **Any proposal received after the scheduled closing time for receipt of proposals will not be considered for award of contract.**

## 1.4 PROPOSAL FORM

To be considered, all proposals **must** be submitted following the general structure of the attached Proposal Form.

## 1.5 PROPOSER QUESTIONS

All inquiries, whether relating to the proposal process, administration, deadline, award, or technical aspects of the contract must be **in writing** and directed to Megan Simms, Treasurer, by mail at 250 N. Baxter, Coquille, OR 97423, by faxing 541.396.1027, or by e-mailing [msimms@co.coos.or.us](mailto:msimms@co.coos.or.us).

**All questions must be received no later than 5 p.m. on March 6, 2019.** When appropriate, substantive questions and answers requiring revisions, substitutions, or clarifications of the Request for Proposals Documents will be issued as an official addendum as provided in section 1.6 below.

## 1.6 ADDENDA

Coos County reserves the right to make changes to the Request for Proposals Documents by written addenda prior to the closing time and date. Changes or clarifications will be transmitted to prospective proposers electronically via e-mail or facsimile. If required by any addenda, proposers must acknowledge receipt of the addenda by signing, dating, and returning a copy of the addenda with the Proposal Form prior to proposal closing. Any proposal submitted without the required addenda attached, signed, and dated will be considered non-responsive and will not be considered for contract award. Coos County is not responsible for a proposer's failure to receive notice of addenda. Any change or modification to the Request for Proposal Documents will be binding on the County only if it is in the form of written addenda issued by the County.

## 1.7 PRE-PROPOSAL SITE VISIT

A site visit is not required.

## 1.8 PUBLIC RECORD

Coos County's business practice is to schedule requests for inspection of any proposal documents after a proposer has been notified of their selection status. If a proposal contains any information that is considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS §§ 192.410–192.505, the proposer must clearly designate any portion of its proposal as exempt, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

## 2.0 GENERAL INFORMATION

### 2.1 TIME FRAME

The selected proposer is expected to enter into a contract for the work described herein immediately after award of the contract by the Board of Commissioners. Upon submission of all required documents, the selected proposer shall be prepared to commence work in coordination with the Coos County Treasurer.

### 2.2 PAYMENT

Contractor will be paid upon completion of the work to the satisfaction of the County either in one lump sum, or in progress payments, or as mutually agreed upon between the County and the proposer. County reserves the right to require lien waivers from all subcontractors or other persons supplying labor or materials to the contractor prior to payment.

### 2.3 INSURANCE REQUIREMENTS

Insurance is required for this contract. **Proposals must include evidence of the proposer's current insurance coverage, which must meet or exceed the coverage limits specified in the Sample Contract.** It is not necessary for the proof of insurance submitted with the proposal to include any of the endorsements required in the Sample Contract, but **the selected contractor must obtain and provide proof of the coverage specified in the Sample Contract, including such endorsements, before the County will issue Notice to Proceed.** Each prospective proposer is encouraged to thoroughly review the insurance requirements and provide the requirements to its insurance carrier prior to submitting a proposal.

### 2.4 GOVERNING LAW

The contract will be construed according to Oregon law and is subject to the provisions of ORS chapters 279A through 279C and any and all Coos County Ordinances, rules, and regulations relating to public contracting.

### 2.5 CONTRACT PROVISIONS

Included as part of the Request for Proposals Documents is a copy of a Sample Contract the selected proposer is expected to sign. Any proposed alternative provisions must be submitted with the Proposal Form and may be considered for inclusion in the contract, subject to approval by the Coos County Office of Legal Counsel and the Board of Commissioners. However, any proposal contingent on alternative provisions will be considered non-responsive.

### 3.0 PROPOSAL REQUIREMENTS

#### 3.1 OREGON PREFERENCE

Each proposal must identify whether the proposer is a resident proposer pursuant to ORS 279A.120. Coos County shall prefer goods and services that have been manufactured or produced in the State of Oregon if price, fitness, availability, and quality are otherwise equal. Nonresident proposers will be subject to an out-of-state preference penalty equal to the percentage preference given in its state.

#### 3.2 RECYCLED MATERIALS

Coos County shall prefer supplies or materials manufactured from recycled materials.

#### 3.3 NON-DISCRIMINATION

Each proposer must certify that it has not discriminated against minority-owned, emerging, or women-owned businesses in obtaining required subcontracts.

### 4.0 EVALUATION OF PROPOSALS

#### 4.1 PROPOSALS

Proposers must satisfy themselves, by such means as they prefer, as to the actual conditions and requirements of the service to be provided, and shall not at any time after submission of the proposal assert that there was any misunderstanding in regard to the nature, quality or description of the services to be provided.

#### 4.2 COST OF PROPOSAL

Coos County is not liable for any cost incurred by the Proposer responding to this solicitation. Proposer is responsible for all costs associated with preparing and submitting the solicitation response.

#### 4.3 EVALUATION FACTORS AND PROCESS

The County will award the contract to the most responsible proposer whose proposal the County determines is the most advantageous to the County based on the following criteria:

- A. Prior auditing experience of similar-sized Oregon local governments. (25 points)
- B. Organization size and structure of firm. (10 points)
- C. Qualifications of staff to be assigned to audit. Education, position in firm and years and types of experience will be considered. This will be determined from resumes submitted. (25 total points)
  - 1. Qualifications and audit team makeup. (10 points)
  - 2. Overall supervision to be exercised over audit team by firm's management. (15 points)
- D. Firm's understanding of work to be performed. This will be determined by the approach to the audit and the time estimated to perform each section. (20 total points)
  - 1. Audit coverage. (15 points)
  - 2. Realistic time estimates of each program section. (5 points).
- E. Cost of Audit (20 points). The firm submitting the lowest fee proposal will receive a score of 20.

The County will also consider the applicable preferences described in ORS 279A.120 and 279A.125. In determining whether the most advantageous proposal was submitted by a responsible proposer, the County will consider the factors in ORS 279B.110.

An RFP Review Committee, comprised of selected staff, shall be established to review, score and rank the responses to the RFP. If considered necessary or desirable, the RFP Review Committee may conduct negotiations or elect to interview selected firms/individuals. The committee shall recommend the highest-ranking proposal to the Coos County Board of Commissioners.

If negotiations are conducted, the RFP Review Committee will begin contract negotiations with the highest-ranked firm, generally as follows, and be directed toward obtaining written agreement on: (a) the Contractor's tasks, staffing, and a performance schedule; and (b) a contract price which is consistent with the Contractor's Proposal which is fair and reasonable to Coos County, taking into account the estimated value, scope, complexity, and nature of the services.

If negotiations are conducted, and the highest-ranked firm and Coos County cannot agree on a fair and equitable cost on the contract in a reasonable period of time, Coos County may begin negotiations with the next highest-ranked firm that has submitted an acceptable Proposal.

#### 4.4 RIGHT TO REJECT OR WITHDRAW PROPOSALS

The County reserves the right to waive minor informalities in the proposals. In addition, the County may reject any proposal not in compliance with all prescribed procedures and requirements, including the requirement to demonstrate the proposer's responsibility under ORS § 279B.110. The County reserves its right to cancel the procurement at any time, or reject any or all proposals in accordance with ORS § 279B.100 upon a finding it is in the public interest to do so. No proposer may withdraw a proposal after the hour set for receipt of proposals unless sixty (60) calendar days have elapsed and the County has not let a contract.

#### 5.0 CONTRACT AWARD

##### 5.1 SOLICITATION PROTESTS

Prospective proposers who believe that this procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name must submit a protest to the Coos County Office of Legal Counsel. **All protests must be in writing and either mailed, hand-delivered, or faxed to: Coos County Office of Legal Counsel, 250 N. Baxter Street, Coquille, OR 97423, fax (541) 396-1012, and received no later than 2 p.m. on March 11, 2019.** Any such protest must include the information required by ORS 279B.405(4) and a statement of the desired change(s) to the procurement process or solicitation document(s) that the prospective proposer believes will remedy the conditions upon which the protest is based. Coos County will not consider any solicitation protest submitted after the deadline or any protest which does not include the required information. Coos County will review the protest and respond in writing in accordance with ORS § 279B.405. If the County determines it is necessary in order to consider and respond to a protest, the County may extend closing. If the County upholds a protest, in whole or in part, the County may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review,

a proposer must file a written protest with the County and exhaust all administrative remedies.

## 5.2 INTENT TO AWARD AND CONTRACT AWARD PROTESTS

County will issue notice of intent to award by e-mail on **March 26, 2019 by 5 p.m.** Proposers may protest the notice of intent to award pursuant to ORS § 279B.410. **All protests must be in writing and either mailed, hand-delivered, or faxed to: Coos County Office of Legal Counsel, 250 N. Baxter Street, Coquille, OR 97423, fax (541) 396-1012, and received no later than 2 p.m. on March 29, 2019** unless otherwise provided by the notice of intent to award. A protest must specify the grounds for the protest, include evidence or supporting documentation, and specify the relief sought. The County shall not consider any written protest not received by the deadline or which does not contain the required information. The County will issue a written disposition of the protest in a timely manner in accordance with ORS § 279B.410. If the County upholds the protest, in whole or in part, the County may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the County and exhaust all administrative remedies.

## 5.3 AWARD OF CONTRACT

Award of the contract by Coos County will be to the responsible proposer whose proposal the County determines is the most advantageous to the County based on the evaluation process and evaluation factors described herein and applicable preferences described in ORS 279A.120 and 279A.125. No significant deviation from the terms contained herein is acceptable. The contract will be awarded according to the anticipated solicitation schedule set forth herein, or such schedule as may be amended in the sole discretion of the County.

## 5.4 TIE

In case of a tie, the County reserves the right to settle the tie based on any criteria determined in the County's sole discretion.

## **SCOPE OF SERVICES REQUESTED:**

A. Examinations shall be made in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants; the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law; the provisions of Government Auditing Standards (subtitled Standards for Audit of Governmental Organizations, Programs, Activities and Functions), promulgated by the U.S. Comptroller General as they pertain to financial and compliance audits; the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

B. The audits shall include tests of accounting data and procedures the Contractor considers necessary under the circumstances.

C. The Contractor shall prepare the resulting audit reports and express opinions upon the financial condition and results of operation for the period under audit. The expression of opinion shall be signed by the accountant signing the Contract, or in the case of a partnership or professional corporation, by a partner or stockholder who is an accountant as

defined in ORS 297.405, and who has personally conducted the audit to an extent satisfactory to the Secretary of State and the County and/or the Districts.

D. The County and the Districts, respectively, shall be furnished with the applicable written audit reports, containing a signed expression of opinion, in the form prescribed by the Secretary of State. A copy of each audit report shall be furnished to each person who was a member of the governing body at the end of the fiscal year subject to the audit and to each member of the current governing body and the County Treasurer.

E. The Contractor shall provide to the County and the Districts electronic copies of the written audit report of financial statements and schedules in .pdf format and five (5) copies to the County, five (5) copies to each District. This required number of copies to be submitted shall include those stated in the paragraph above. Its form and content shall be in accordance with, and not less than, that which is required by the Minimum Standards for Audits of Oregon Municipal Corporations.

F. The Contractor shall furnish a written audit report for each audit within six months of the close of the contracted audit period; except that the Secretary of State, for good cause shown, may grant to the Contractor a reasonable extension of time. The proposed form of Contract contains a liquidated damages condition in the event of late performance.

G. The Contractor shall provide the Coos County Treasurer with a copy of all working papers of the audit.

H. The Contractor shall also provide financial assurances and a procedures letter report based on such work as required by 40 CFR Part 258, Financial Assurance Mechanisms for Local Government Owners and Operators of Municipal Solid Waste Landfill Facilities, and OAR 340-095-0090 *et seq.* within six (6) months from the end of the fiscal year.

**PROPOSAL FORM FOR ANNUAL AUDITS  
COOS COUNTY TREASURER**

Submitted by: \_\_\_\_\_  
Name of Company

**ALL PROPOSALS MUST BE COMPLETE AND REQUESTED INFORMATION BE ATTACHED TO THIS SIGNED PROPOSAL FORM TO BE CONSIDERED.**

**INCLUDE THE FOLLOWING INFORMATION:**

- The rate per hour for each of the staff assigned to the audits.
- An estimate of the number of hours that each of the staff will spend on the County and Districts audits.
- Authorization from the State Board of Accountancy to conduct municipal audits and the names of staff members authorized to conduct municipal audits.
- The experience of the firm in relation to the scope of the County’s audit.
- List the partners and managers who will be assigned to the County’s audit and their Oregon Municipal Audit roster number and provide their resumes indicating individual experience in auditing government jurisdictions.
- The staffing level that will be assigned to the County’s audit field work. Provide resumes including experience in local government engagements, grants, and automated accounting systems.
- Provide a list of municipalities served within the last three (3) years and a list of Oregon counties served within the past ten (10) years (references).
- Submit a copy of the report on the firm’s most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
- Provide a brief description of the audit procedures to be followed, presented in a form which will best aid the County in evaluating the proposal.
- Indicate whether the firm can provide, on a quick-response basis, year-round, expert professional advice to the Treasurer’s Department of the County on matters relating to budgeting, accounting, internal controls and auditing issues, as a part of the total fee to be charged the County.
- Describe what review of internal controls the firm will provide as part of the total fee to be charged to the County.
- Evidence of the proposer’s current insurance coverage, which must meet or exceed the coverage limits specified in the Sample Contract. It is not necessary for the proof of insurance submitted with the proposal to include any of the endorsements required in the Sample Contract, but the selected contractor must obtain and provide proof of the coverage specified in the Sample Contract, including such endorsements, before the County will issue Notice to Proceed.

**COMPLETE THE FOLLOWING BY FILLING IN THE COSTS:**

**AUDITS OF COOS COUNTY:**

Fiscal Year 2018– 2019	\$ _____
Fiscal Year 2019 – 2020	\$ _____
Fiscal Year 2020 – 2021	\$ _____

**AUDITS OF COOS COUNTY LIBRARY SERVICE DISTRICT:**

Fiscal Year 2018 – 2019 \$ \_\_\_\_\_

Fiscal Year 2019 – 2020 \$ \_\_\_\_\_

Fiscal Year 2020 – 2021 \$ \_\_\_\_\_

**AUDITS OF COOS COUNTY 4H & EXTENSION SERVICE DISTRICT:**

Fiscal Year 2018 – 2019 \$ \_\_\_\_\_

Fiscal Year 2019 – 2020 \$ \_\_\_\_\_

Fiscal Year 2020 – 2021 \$ \_\_\_\_\_

**AUDITS OF COOS COUNTY AREA TRANSIT SERVICE DISTRICT:**

Fiscal Year 2018 – 2019 \$ \_\_\_\_\_

Fiscal Year 2019 – 2020 \$ \_\_\_\_\_

Fiscal Year 2020 – 2021 \$ \_\_\_\_\_

**FINANCIAL ASSURANCES FOR THE SOLID WASTE DEPARTMENT:**

Fiscal Year 2018 – 2019 \$ \_\_\_\_\_

Fiscal Year 2019 – 2020 \$ \_\_\_\_\_

Fiscal Year 2020 – 2021 \$ \_\_\_\_\_

**IF COOS COUNTY, COOS COUNTY LIBRARY SERVICE DISTRICT, COOS COUNTY 4H & EXTENSION SERVICE DISTRICT, AND/OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT DO NOT PREPARE THE SCHEDULES SPECIFIED IN SECTION 4 (C) OF EXHIBIT A OF THE CONTRACT, THE COST OF PREPARING THE SCHEDULES PER EACH FISCAL YEAR IS:**

COOS COUNTY AUDITS: \$ \_\_\_\_\_ (EACH FISCAL YEAR)

LIBRARY SERVICE DISTRICT AUDITS: \$ \_\_\_\_\_ (EACH FISCAL YEAR)

4H & EXTENSION SERVICE DISTRICT AUDITS: \$ \_\_\_\_\_ (EACH FISCAL YEAR)

COOS COUNTY AREA TRANSIT SERVICE DISTRICT AUDITS: \$ \_\_\_\_\_ (EACH FISCAL YEAR)

**PROPOSAL CERTIFICATION**

The Undersigned Proposer declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the Proposer has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any subcontracts; that the Proposer has carefully examined the contract documents and the project site (if any) and submits this proposal subject to the terms, conditions, and understandings regarding the same.

Proposer proposes and agrees to be bound by the following contract documents: Instructions for Proposers and all attachments thereto, Proposal Form, Sample Contract and all attachments and exhibits thereto. If this proposal is accepted, the successful Proposer agrees to contract with Coos County in the approved form of contract and to furnish all of the materials and services specified in the contract documents in the manner and time prescribed and according to the requirements set forth in the contract documents.

Proposer will accept as full payment the amount earned under the contract as computed in the manner described in the contract documents. The Proposer will comply with all applicable provisions of Oregon law as well as Coos County ordinances and rules relating to public contracting.

The party by whom this proposal is submitted and by whom the contract will be entered into in case award is made does business at the address listed below the Proposer’s signature, to which all communications concerned with this proposal and contract should be sent.

The names and addresses of the principal officers of the proposer corporation or the names and addresses of all parties interested in this proposal as partners or principals are as follows (provide additional names and addresses on an attached sheet as necessary):

<b>Name:</b>	<b>Address:</b>
_____	_____
_____	_____
_____	_____
_____	_____

The Proposer is  is not  a resident proposer as defined in ORS § 279A.120.  
If not a resident proposer as defined above, the state in which the Proposer resides is \_\_\_\_\_.

Proposer’s business organization is best described as:

- Sole Proprietor
- Corporation
- Partnership

Proposer: \_\_\_\_\_  
Name of Company

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

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

Email: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Federal I.D. # \_\_\_\_\_

\_\_\_\_\_  
Title

Oregon License # \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**SAMPLE CONTRACT FOR AUDITING SERVICES**  
**COOS COUNTY TREASURER**

This Contract is entered into on the date last set forth below by and between Coos County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and hereinafter called "COUNTY," and Coos County Library Service District, Coos County 4H & Extension Service District, Coos County Area Transit Service District, county service Districts acting by and through the County Board of Commissioners, hereinafter collectively called "DISTRICTS" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", which parties do hereby agree as follows:

**SECTION 1. SCOPE OF WORK AND COMPENSATION; SPECIAL PROVISIONS**

The scope of the work, compensation, and special provisions, if any, are attached as Exhibit A and incorporated into this Contract herein.

**SECTION 2. STATUTORY PROVISIONS**

Statutory Provisions are attached as Exhibit B and incorporated into this Contract herein.

**SECTION 3. NOTICE**

A. The designated COUNTY representative for administration of this Contract is Megan Simms, Treasurer, Coos County Courthouse, 250 N. Baxter, Coquille, OR 97423; 541.396.7730; [msimms@co.coos.or.us](mailto:msimms@co.coos.or.us).

B. The designated CONTRACTOR representative for administration of this Contract is \_\_\_\_\_.

**SECTION 4. ALL COSTS BY CONTRACTOR**

CONTRACTOR shall, at its own risk and expense, perform the work described and, unless otherwise specified, furnish all labor, equipment, materials, and permits required for the proper performance of such work. The risk of loss for such work will not shift to COUNTY or DISTRICTS until written acceptance of the work by COUNTY and DISTRICTS.

**SECTION 5. QUALIFIED WORK**

CONTRACTOR has represented, and by entering into this contract, now represents that all personnel assigned to the work required under this Contract are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed, or bonded by the State of Oregon, CONTRACTOR and its personnel are so registered, licensed, and bonded.

**SECTION 6. WARRANTY**

CONTRACTOR warrants to COUNTY and DISTRICTS that all materials and equipment furnished pursuant to this Contract will be new unless otherwise specified. CONTRACTOR warrants to COUNTY and DISTRICTS that all work will be of good quality and free from any defect and in conformance with this Contract. Work not conforming to contract specifications shall be considered defective.

**SECTION 7. OWNERSHIP OF DOCUMENTS**

All documents prepared by CONTRACTOR pursuant to this Contract shall be the property of COUNTY and/or DISTRICTS.

SECTION 8. INDEMNIFICATION

CONTRACTOR hereby agrees to defend, indemnify, and save harmless Coos County and Districts and their employees against any and all loss, damage, liability, claims, demands, or costs resulting from injury or harm to persons or property (including, without limitation, CONTRACTOR'S employees or property) to the extent arising out of or in any way connected with CONTRACTOR'S performance hereof. CONTRACTOR'S activities are deemed to include those of subcontractors. This Section 8 will survive the termination or revocation of this Contract, regardless of cause.

SECTION 9. TIME IS OF THE ESSENCE

CONTRACTOR agrees that time is of the essence under this Contract.

SECTION 10. INSURANCE

A. CONTRACTOR shall not commence work under this Contract until it has furnished COUNTY with satisfactory proof of the coverage of insurance as specified below:

1. Workers' compensation coverage as required by law with a Waiver of Subrogation in favor of Coos County and to include employer's liability with limits of not less than \$1,000,000 per occurrence; or, alternatively, CONTRACTOR shall provide documentation establishing that CONTRACTOR is exempt from workers' compensation coverage pursuant to ORS Chapter 656.

2. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. All coverage shall be on an occurrence basis and not on a claim made basis.

3. Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle with limits of not less than \$1,000,000 per occurrence. All coverage shall be on an occurrence basis and not on a claims made basis.

4. Excess/Umbrella Liability policy is not required, but may be used in conjunction with a general commercial liability policy to satisfy the primary insurance limit requirements. All coverage shall be on an occurrence basis and not on a claims made basis.

5. Professional liability insurance, including errors and omissions, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Auditor to maintain coverage for ten (10) years from the end of the audit period. Coverage to provide prior acts coverage from the beginning of the audit period with an extended reporting period equal to ten (10) years following the end of the audit.

B. The following inclusions to CONTRACTOR'S certificate of insurance shall be made:

1. Waiver of transfer of rights of recovery against others to Coos County. The preferred form is "CG 2404 05/09."

2. It is agreed that this insurance is primary to and non-contributory with any insurance maintained by Coos County.

3. The general liability coverage and automobile liability, if required, shall include endorsements for **additional insured, naming "Coos County, its elected officials, employees, agents, and volunteers and the State Office of Emergency Management" as additional insured.** The additional insured endorsement shall be attached to the certificate of insurance.

4. The additional insured shall contain a severability of interest provision in favor of Coos County and a Waiver of Subrogation in favor of Coos County.

5. All required coverage shall be written with companies that have at least an AmBest rating of B+ VII.

6. The insurance shall provide a notice of cancellation or material change.

SECTION 11. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent contractor and not an officer, employee, or agent of COUNTY. CONTRACTOR has the complete responsibility and sole risk for the performance of this Contract.

SECTION 12. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR will not assign this Contract or subcontract any portion of the work without the written consent of COUNTY and DISTRICTS. Any attempted assignment or subcontract without written consent of COUNTY and DISTRICTS will be void. CONTRACTOR will be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by COUNTY and DISTRICTS of any assignment or subcontract will not create any contractual relation between the assignee or subcontractor and COUNTY and DISTRICTS.

SECTION 13. INTEGRATION AND WAIVER

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Contract. No waiver, consent modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of COUNTY or DISTRICTS to enforce any provision of this Contract will not constitute a waiver by COUNTY or DISTRICTS of that or any other provision.

SECTION 14. TERMINATION

A. This contract may be terminated prior to the start of each audit period by mutual agreement 90 days prior to July 1, 2019, or July 1, 2020, as applicable.

B. COUNTY and DISTRICTS may, in their sole discretion, terminate this Contract, in whole or in part, by written notice to CONTRACTOR, such termination to be effective 90 calendar days after the effective date of such notice.

C. COUNTY and DISTRICTS may terminate this Contract, in whole or in part, by written notice to CONTRACTOR, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:

1. COUNTY and DISTRICTS fail to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for CONTRACTOR'S work;

2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or COUNTY or DISTRICTS are prohibited from paying for such work from the planned funding source;

3. CONTRACTOR no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the CONTRACTOR to provide the services required by this Contract is for

any reason denied, revoked, suspended, not renewed, or changed in such a way that CONTRACTOR no longer meets requirements for such license or certificate.

D. If CONTRACTOR commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified herein, or so fails to pursue the work as to endanger CONTRACTOR'S performance under this Contract in accordance with its terms, and such breach, default, or failure is not cured within ten (10) business days after the effective date of written notice by COUNTY and DISTRICTS to CONTRACTOR of such breach, default, or failure, or such longer period of cure as COUNTY and DISTRICTS may specify in such notice, this Contract will terminate effective immediately unless otherwise specified by COUNTY and DISTRICTS in such notice.

E. Upon receiving a written notice of termination of this Contract, CONTRACTOR shall immediately cease all activities under this Contract, unless COUNTY and DISTRICTS expressly direct otherwise in such notice. Upon termination of this Contract, CONTRACTOR shall deliver to COUNTY and DISTRICTS all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed.

F. Expiration or termination of this Contract shall not extinguish or prejudice COUNTY'S and DISTRICT'S right to enforce this Contract with respect to any breach of a CONTRACTOR warranty or any default or defect in CONTRACTOR performance that has not been cured.

SECTION 15. SEVERABILITY

If any portion of this Contract is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision will be severed from the Contract and the remaining provisions will remain enforceable and full effect.

SECTION 16. CHOICE OF LAW

This Contract will be governed by and construed in accordance with the laws of the State of Oregon.

SECTION 17. FORUM

If either party brings against the other party any proceeding arising out of or in relation to this Contract, that party must bring that proceeding only in Coos County Circuit Court or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

[SIGNATURES ON FOLLOWING PAGE]

[INSERT CONTRACTOR HERE]

**SAMPLE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

BOARD OF COMMISSIONERS OF  
COOS COUNTY, OREGON

**SAMPLE**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

GOVERNING BODY FOR COOS COUNTY  
LIBRARY SERVICE DISTRICT; 4H &  
EXTENSION SERVICE DISTRICT; and  
AREA TRANSIT SERVICE DISTRICT

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Coos County Courthouse  
Coquille, OR 97423  
541.396.7535

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF SERVICES AND COMPENSATION; SPECIAL PROVISIONS**

SECTION 1.            SCOPE OF WORK

CONTRACTOR shall perform the following work:

A.        CONTRACTOR shall conduct the annual audits of the accounts and fiscal affairs of COUNTY and DISTRICTS for the fiscal years beginning July 1, 2018, and ending June 30, 2019, beginning July 1, 2019 and ending June 30, 2020, and beginning July 1, 2020, and ending June 30, 2021. Each audit will be separate by entity. Examinations shall be made in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants; the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law; the provisions of Government Auditing Standards (subtitled Standards for Audit of Governmental Organizations, Programs, Activities and Functions), promulgated by the U.S. Comptroller General as they pertain to financial and compliance audits; the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

B.        It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of CONTRACTOR are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to COUNTY and/or DISTRICTS, as appropriate, who shall instruct CONTRACTOR in writing concerning such notification; and instruction shall be delivered immediately to the Secretary of State by the party issuing the same.

C.        The audit shall be started as soon after this Contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered not later than six months after the close of the audit period covered by this Contract; except that the Secretary of State, for good cause shown, may grant to CONTRACTOR a reasonable extension of time.

D.        The COUNTY and the DISTRICTS, respectively, shall be furnished with the applicable written audit reports, containing a signed expression of opinion, in the form prescribed by the Secretary of State. A copy of each audit report shall be furnished to each person who was a member of the governing body at the end of the fiscal year subject to the audit and to each member of the current governing body and the County Treasurer.

E.        The CONTRACTOR shall provide to the COUNTY and the DISTRICTS electronic copies of the written audit report of financial statements and schedules in .pdf format and two (2) copies to the County, two (2) copies to each District. This required number of copies to be submitted shall include those stated in the paragraph above. Its form and content shall be in accordance with, and not less than, that which is required by the Minimum Standards for Audits of Oregon Municipal Corporations.

F.        It is understood and agreed that COUNTY and DISTRICTS are responsible for preparing such financial statements as set forth in Section 4(C) of Exhibit A of this Contract which may be necessary to fully disclose and fairly present the results of operations for the period. Should such financial statements not be prepared and presented by September 15, 2019, September 15, 2020, and September 15, 2021, respectively, it is understood that CONTRACTOR shall draft them for COUNTY and/or DISTRICTS.

G.        CONTRACTOR shall provide an entry interview prior to the beginning and an exit interview at the close of each audit cycle with the Board of County Commissioners ("Board") or the County Treasurer. Either party may request additional meetings during the audit process at times the Board or CONTRACTOR may deem necessary.

H. The objective of this Contract is the completion of examinations of COUNTY'S and DISTRICTS' financial statements and of compliance as referred to in Section 1(A) and, upon the completion and subject to the findings of the examinations, the rendering of a report on such financial statements and compliance. An examination made in accordance with generally accepted auditing standards is subject to certain limitations and the inherent risk that errors, irregularities, or illegal acts, including fraud or defalcations, if they exist, will not be detected. However, if, during the course of the examination, CONTRACTOR becomes aware of such errors, irregularities or illegal acts, they will be brought to COUNTY'S and/or DISTRICTS' attention.

I. CONTRACTOR shall also provide financial assurances and a procedures letter report based on such work as required by 40 CFR Part 258, Financial Assurance Mechanisms for Local Government Owners and Operators of Municipal Solid Waste Landfill Facilities, and OAR 340-095-0090 *et seq.* within six months from the end of the fiscal year.

J. CONTRACTOR shall also provide up to 40 hours of consultation services over the period of the term of this Contract.

K. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the COUNTY, through the Board of Commissioners, and the agent of the CONTRACTOR. Should a decision be made to increase the scope of the contract, the COUNTY and the CONTRACTOR will mutually agree in writing, to an adjusted contract price.

#### SECTION 2. COMPLETION DATE/TERM

The term of this Contract shall be from the date of execution by COUNTY and DISTRICTS until the COUNTY'S acceptance of the final audit reports for the fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021.

The audit shall be started as soon after this Contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered not later than six months after the close of the audit period covered by this Contract; except that the Secretary of State, for good cause shown, may grant to CONTRACTOR a reasonable extension of time.

Upon mutual agreement, the contract may be renewed for one (1) additional three (3) year extension based upon negotiations of service delivery and costs.

#### SECTION 3. COMPENSATION

COUNTY shall pay CONTRACTOR for work performed, including costs and expenses, the lump sum of \$\*\_\_\_\_\_ upon completion of the project to the satisfaction of the COUNTY (or completion of each phase of the project to the satisfaction of the COUNTY).

A. COUNTY shall pay CONTRACTOR for work performed, including costs and expenses, the sum of \$\_\_\_\_ for the year ending June 30, 2019, \$\_\_\_\_ for the year ending June 30, 2020; and \$\_\_\_\_ for the year ending June 30, 2021 for COUNTY audit services, including the copies of the reports stated in Section 1(D).

B. COUNTY and DISTRICT shall pay CONTRACTOR for work performed, including costs and expenses, the sum of \$\_\_\_\_ for the year ending June 30, 2019, \$\_\_\_\_ for the year ending June 30, 2020; and \$\_\_\_\_ for the year ending June 30, 2021 for the Library Service District audit services, including the copies of the reports stated in Section 1(D).

C. COUNTY and DISTRICT shall pay CONTRACTOR for work performed, including costs and expenses, the sum of \$\_\_\_\_ for the year ending June 30, 2019, \$\_\_\_\_ for the year ending June 30, 2020; and \$\_\_\_\_ for the year ending June 30, 2021 for the 4H & Extension Service District audit services, including the copies of the reports stated in Section 1(D).

D. COUNTY and DISTRICT shall pay CONTRACTOR for work performed, including costs and expenses, the sum of \$\_\_\_\_ for the year ending June 30, 2019, \$\_\_\_\_ for the year ending June 30, 2020; and \$\_\_\_\_ for the year ending June 30, 2021 for the Area Transit Service District audit services, including the copies of the reports stated in Section 1(D).

E. COUNTY shall pay CONTRACTOR for work performed, including costs and expenses, the sum of \$\_\_\_\_\_ for the year ending June 30, 2019, \$\_\_\_\_\_ for the year ending June 30, 2020; and \$\_\_\_\_\_ for the year ending June 30, 2021 for the financial assurances for the Solid Waste Department.

F. If COUNTY and/or DISTRICTS fail to provide or to make available the records and schedules set forth in Section 1(F) of Exhibit A of this Contract to CONTRACTOR by September 15<sup>th</sup> following the audited fiscal year, then COUNTY shall pay CONTRACTOR for work performed, including costs and expenses the following amounts:

1. If COUNTY fails to make available the records and schedules, the sum shall be \$\_\_\_\_\_.
2. If the Coos County Library Service District fails to make available the records and schedules, the sum shall be \$\_\_\_\_\_.
3. If the 4H & Extension Service District fails to make available the records and schedules, the sum shall be \$\_\_\_\_\_.
4. If the Coos County Area Transit Service District fails to make available the records and schedules, the sum shall be \$\_\_\_\_\_.

Full payment shall be considered as written acceptance of the work. COUNTY may request lien waivers from all subcontractors and suppliers before payment. CONTRACTOR must submit a completed W-9 form to Coos County Human Resources Department, 250 N. Baxter St., Coquille, OR 97423, fax (541) 396-1018, e-mail humanresources@co.coos.or.us, prior to receiving any payment under this Contract.

#### SECTION 4. SPECIAL PROVISIONS

This Contract is subject to the following special provisions:

A. Assignment of Personnel. CONTRACTOR shall endeavor to honor reasonable requests from COUNTY and/or DISTRICTS regarding personnel that are assigned by CONTRACTOR to provide the services covered by this Contract, so long as such requests are consistent with sound business practices.

B. Quality of Services. CONTRACTOR has represented, and by entering into this Contract now represents, that all personnel assigned to the work required under this Contract are fully qualified to perform the work to which they will be assigned in a competent and professional manner and, if required to be registered or licensed by the State of Oregon, are so registered or licensed. CONTRACTOR shall perform the services described in this Contract as an independent contractor in accordance with its own methods, the terms of this Contract, and applicable laws and regulations and shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by CONTRACTOR under this Contract.

C. Information. COUNTY and DISTRICTS agree to provide, or to make available, the following records and schedules to CONTRACTOR by September 15, 2019, September 15, 2020, and September 15, 2021, respectively. If not done by this date, CONTRACTOR shall prepare them as set forth in Section 1(F) of Exhibit A of this Contract:

1. Trial balances, including balance sheet accounts, revenue accounts and expenditures accounts for all COUNTY and DISTRICTS funds and account groups with all accounts balanced and closed.
2. Reconciliations of all cash accounts between the County Treasurer records and COUNTY and DISTRICTS general ledgers and appropriate bank accounts.
3. Schedules of accounts receivable, with detailed listings, for all funds and account groups.
4. Schedules of inventories, with detailed listings, for all funds and account groups.

5. Schedules of all petty cash, imprest funds, and checking accounts, with locations and reconciliations.
6. Schedules of deletions and additions to fixed assets.
7. Schedules of accounts payable, with detailed listings, for all funds and account groups.
8. Schedules of accrued payroll liabilities, with detailed listings, for all funds and account groups.
9. Schedules of Federal grants and programs for which audits are required within the scope of the Single Audit Act of 1984.
10. Schedules of internal activity between/within all fund types for elimination for GASB 34 presentation.
11. Schedules of intergovernmental revenue for Statement of Activity report purposes for GASB 34 presentation.
12. COUNTY and DISTRICTS shall provide CONTRACTOR with other information that pertains to the services covered by this Contract and COUNTY and DISTRICTS shall provide CONTRACTOR with copies of records that are needed by CONTRACTOR for performing the services. Both parties shall comply with all laws, rules and regulations governing confidentiality of employee personnel records.
13. COUNTY and DISTRICTS are responsible for the fair presentation in the financial statements in conformity with generally accepted accounting principles and for establishing and maintaining a system of internal accounting control. In fulfilling the latter responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of control procedures. The objectives of a system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

D. Liquidated Damages. The performance of this Contract within the time required is of the essence. Failure to perform within that time will cause COUNTY and/or DISTRICTS to suffer damages, the exact amount of which cannot be determined at this time. For that reason, it is agreed that CONTRACTOR shall pay, not as a penalty but as liquidated damages, the amount of \$110 per calendar day past the contracted completion dates, unless an extension is granted pursuant to Section 1(C) of Exhibit A of this Contract.

**EXHIBIT B**  
**STATUTORY PROVISIONS**

SECTION 1.            COMPLIANCE WITH LAWS

Notwithstanding any other provisions in this Contract, CONTRACTOR shall comply with all applicable Federal, State, county, and municipal laws, regulations, and standards in performing work under this Contract.

SECTION 2.            GENERAL PROVISIONS

As provided by ORS 279B.220, CONTRACTOR shall:

- A.     Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this Contract.
- B.     Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or subcontractor incurred in the performance of this Contract.
- C.     Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- D.     Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E.     Remit to the COUNTY all required documentation for Federal and State tax purposes including but not limited to a recent W-9 form.

SECTION 3.            HOURS OF EMPLOYMENT

A.     As provided by ORS 279B.235, a person may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- 1.     For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
- 2.     For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- 3.     For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

B.     An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work.

C.     In the case of a contract for personal services as described in ORS 279A.055, persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

D. In the case of a contract for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of ten (10) hours in any one day or forty (40) hours in any one week.

SECTION 4. MEDICAL PAYMENTS

As provided by ORS 279B.230, 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 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. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

SECTION 5. DISCRIMINATION

A. As provided by ORS 279A.110, CONTRACTOR may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an 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.

B. If CONTRACTOR violates (A), COUNTY may regard the violation as a breach of contract that permits:

1. Termination of this Contract; or
2. COUNTY may exercise any remedies for breach of contract that are reserved in this Contract.