



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contracts with Liberty Language Services Limited Liability Company for  
On-call Interpreter Services for Clackamas County Departments

<b>Purpose/Outcomes</b>	To provide On-call Interpreter Services for Clackamas County
<b>Fiscal Impact</b>	The total contract value is \$1,500,000.00
<b>Funding Source</b>	Various depending on Department Request for Services
<b>Duration</b>	Through June 30, 2023
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Abigail Churchill, Procurement; 503-742-5449

**BACKGROUND:**

On April 24, 2018 a Strategic Procurement was published RFP #2017-87 for On-call Interpreter Services. The RFP received nine responsive and responsible bidders and all nine Contractors were awarded contracts to provide On-call Interpreter Services for Clackamas County as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor.

This request has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve the Contract with Liberty Language Services Limited Liability Company for On-call Interpreter Services for Clackamas County. The remaining three vendors will be submitted at a later date.

Respectfully submitted,

Abigail Churchill  
Procurement and Contract Analyst

Placed on the \_\_\_\_\_ Agenda by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Liberty Language Services Limited Liability Company ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Liberty Language Services Limited Liability Company
Address: 1600 Spring Hill Road, Suite, 210, Vienna, VA 22182
Contractor Contract Administrator: Silvia Villacampa
Phone No.: 1-888-746-9108 ext. 3
Email: SVillacampa@libertylanguageservices.com

[ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

MWESB Certification: DBE # MBE #
Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, 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 Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 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 Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the



nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Liberty Language Services Limited Liability  
Company  
1600 Spring Hill Road, Suite, 210  
Vienna, VA 22182

Clackamas County:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

**ARTICLE III  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

**CONSIDERATION**

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

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

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**ARTICLE V**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**RFP #2017-87 Interpreter Services**



**REQUEST FOR PROPOSALS #2017-87**

**FOR**

**Interpreter Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 16, 2018**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

**SCHEDULE**

Request for Proposals Issued.....April 24, 2018  
Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time  
Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time  
Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time  
Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award



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## **SECTION 1 NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

### Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [Churchill@clackamas.us](mailto:Churchill@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original



scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

### **Certifications:**

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

### 3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

### 3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### Provide the following information in the order in which it appears below:

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### 5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

### 5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

### 5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### 5.6. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number \_\_\_\_\_

**Contractor's Authorized Representative**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Contract Manager:**

Name \_\_\_\_\_ Title: \_\_\_\_\_

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

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

## Section 6 Rate Schedule

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Days/Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes  No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				



<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Cape Verdean (Portuguese Creole) –Cape Verde</b>				
<b>Catalan – Andorra, Spain</b>				
<b>Cebuano – Philippines</b>				
<b>Chaldean – Iraq</b>				
<b>Chamorro – Guam</b>				
<b>Chaozhou (Teochew) – China</b>				
<b>Chin – Myanmar (former Burma)</b>				
<b>Chinese (var. languages/dialects) – China</b>				
<b>Chuukese (Trukese) – Micronesia</b>				
<b>Croatian – Croatia</b>				
<b>Czech – Czech Republic</b>				
<b>Danish – Denmark</b>				
<b>Dari (Afgan Farsi) – Afghanistan</b>				
<b>Dene – Canada</b>				
<b>Dewoin – Liberia</b>				
<b>Dinka – Sudan</b>				
<b>Duala – Cameroon</b>				
<b>Dutch – Netherlands</b>				
<b>Egyptian Arabic – Egypt</b>				
<b>Estonian – Estonia</b>				
<b>Filipino (Tagalog) – Philippines</b>				
<b>Finnish – Finland</b>				
<b>Flemish – Belgium</b>				
<b>French – Africa, Canada, France, Tunisia, et al.</b>				
<b>French Creole – Caribbean</b>				
<b>Fukienese – China</b>				
<b>Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal</b>				
<b>Fuzhou – China</b>				
<b>Ga – Ghana</b>				
<b>Gen (Mina) – Togo, Benin</b>				
<b>German – Germany</b>				
<b>Gokana (Khana) – Nigeria</b>				
<b>Greek – Greece</b>				
<b>Gujarati – India</b>				
<b>Haitian Creole – Haiti</b>				
<b>Haka Burmese – Myanmar (former Burma)</b>				
<b>Hmong – China, Vietnam, Laos</b>				
<b>Hungarian – Hungary</b>				
<b>Hakka – China</b>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Hausa</b> – <i>Niger, Nigeria</i>				
<b>Ibo (Igbo)</b> – <i>Nigeria</i>				
<b>Ilocano</b> – <i>Philippines</i>				
<b>Hebrew</b> – <i>Israel</i>				
<b>Hindi</b> – <i>India</i>				
<b>Indonesian (Bahasa Indonesia)</b> – <i>Indonesia</i>				
<b>Iraqi Arabic</b> – <i>Iraq</i>				
<b>Italian</b> – <i>Italy</i>				
<b>Japanese</b> – <i>Japan</i>				
<b>Jarai</b> – <i>Vietnam</i>				
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjool (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamentu</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pusho)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Transcription</b>
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filippino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia,</i> <i>Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – <i>Turkey</i>				
<b>Twi</b> – <i>Ghana</i>				
<b>Tzotzil</b> – <i>Mexico</i>				
<b>Ukrainian</b> – <i>Ukraine</i>				
<b>Urdu</b> – <i>Pakistan, India</i>				
<b>Vietnamese</b> – <i>Vietnam</i>				
<b>Wolof</b> – <i>Senegal</i>				
<b>Xhosa</b> – <i>South Africa</i>				
<b>Yemeni Arabic</b> – <i>Yemen</i>				



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #1  
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

---

End of Addendum #1



GEORGE MARLTON, JD  
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #2  
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

**Scope of Work**

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

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End of Addendum #2



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87  
Interpreter Services  
ADDENDUM NUMBER #3  
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

**Fees – Complete the attached Fee Schedule, Section 6**

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

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End of Addendum #3

**EXHIBIT B  
CONTRACTORS RESPONSE**



# Technical Proposal (Original)

Response to: RFP No. 2017-87 for Interpreter Services  
Issued by: Clackamas County Procurement Division

Due Date: 2:00 p.m. PT, May 16th, 2018



**Liberty Language Services**  
1600 Spring Hill Road, Suite 210  
Vienna, VA 22182

Telephone: 1-888-746-9108  
[www.libertylanguageservices.com](http://www.libertylanguageservices.com)

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## 5.2 Proposer's General Background and Qualifications

Liberty Language Services is a small, women-owned, and minority-owned business (Virginia SWaM Certification #: 702865) that was founded on March 28, 2011 to serve local communities, develop the language access service industry, and lower the cost of interpretation and translation. Based in Vienna, Virginia, Liberty offers a multitude of language access services—including On-Site Interpretation (foreign languages), American Sign Language (ASL) Interpretation, Telephonic Interpretation, Video Remote Interpretation (VRI), CART and Captioning Services, and Written Translation and Transcription—to clients throughout Virginia, Maryland, and Washington, D.C., as well as across the United States and internationally.

Liberty staff can be reached at any time by contacting the Scheduling Department, which operates 24 hours a day, 7 days a week, 365 days a year (24/7/365). This department serves as the initial point of contact for clients to request interpreters, ask questions, and discuss service complaints and issues. Furthermore, the 24/7/365 availability of Scheduling Staff has contributed to Liberty's reputation as a reliable, flexible, and consistent service provider. Liberty not only fills a large volume of assignments but also guarantees high quality interpretation and translation services.

Liberty's pool of over 800 on-site interpreters, 2,700 telephonic interpreters, 1,000 video remote interpreters, and 50 translators operate as independent contractors, choosing individual assignments and designating their availability. Each on-site interpreter is a trained professional with a multilingual background dedicated to removing language barriers, working with service providers to facilitate communication, and supporting equal access for Limited English Proficient (LEP) individuals. Their current assignments demand adaptability in a variety of settings (e.g., public school systems, legal offices, courts, healthcare settings, human and social services offices, and hospitals). Each contractor also possesses the finesse and tact to effectively facilitate conversation. Upon contract inception, Liberty's Recruiting Department will be responsible for recruiting individuals with similar qualifications, certifications, and passion to cover assignments in Clackamas County.

As a licensed provider of several nationally-recognized interpreter training courses, including Cross Cultural Health Care Program's *Bridging the Gap*, Liberty demonstrates a commitment to interpreter education. In 2014, Liberty achieved accreditation of a 40-hour Bridging the Gap medical interpreter certificate course by the Commission for Medical Interpreter Education (CMIE), a division of the International Medical Interpreters Association (IMIA).

In 2013, Liberty began offering Telephonic Interpretation Services. In 2016, Liberty invested in a state-of-the-art contact center that expanded telephonic services to over 200 languages with on-demand availability, high-volume capability, and minimal hold-times and began providing Video Remote Interpretation Services to its clients.

While the majority of Liberty's contracted work comes from on-site, foreign-language

interpretation requests, Liberty also boasts a highly responsive and accommodating Translation Department. This department began contracting with clients through service agreements in 2013 and has since tripled its translation output by offering free quotes and 24/7/365 responses to translation requests. Translation staff work exclusively with U.S. based translators, many of whom hold certification from the American Translators Association, to provide quality translations and transcription, regardless of the language combination or document complexity.

Finally, Liberty's philosophy is grounded in helping clients with limited English proficiency and the providers who serve them. Liberty staff strive to remove the language barriers that jeopardize the health and well-being of multilingual communities.

In this offer, Liberty takes no exceptions to the requirements of RFP No. 2017-87 for Interpreter Services or any related Addenda. Liberty has no such non-usage of service fees for any services (i.e., On-Site Interpretation, Telephonic Interpretation, Video Remote Interpretation, or Written Translation/Transcription). Upon contract inception, the Billing Department will be responsible for ensuring that no such non-usage fees are billed to the 70+ operating divisions and departments within Clackamas County.

## Credentials and Experience of Key Personnel

### On-Site Interpreters

#### **Interpreter Training**

Liberty has served as a provider of interpreter education courses since 2012. In addition to a 25-person classroom for in-person training, Liberty uses an enterprise learning management system to offer online learning options for interpreter education courses and continuing education courses.

If interpreters cannot produce a certificate of completion of a vetted and comparable interpreter training program when they apply to work with Liberty, they are required to successfully complete one of the licensed training programs offered by Liberty's Education Department or an appropriate interpreter training course equivalent to:

- ✦ Bridging the Gap, developed by the Cross Cultural Health Care Program in Seattle, Washington
- ✦ Online Interpreter Training: Medical Edition
- ✦ The Language of Justice, developed by Cross-Cultural Communications

In addition to these qualifications, trained Liberty interpreters must complete:

- ✦ Criminal background checks, including an annual check of the National Sex Offender Public Registry
- ✦ Drug testing
- ✦ TB screenings, immunization documentation, and annual flu vaccinations (On-Site Interpretation only)

All on-site interpreters are required to have:

- ✦ High school education or equivalent
- ✦ Professional level of proficiency in both English and the target language,
- ✦ A minimum of 40 hours of professional interpreter training (for medical, healthcare, social services, and community interpretation)
- ✦ Government issued photo identification
- ✦ Proof of eligibility to work in the United States, and completed forms regarding patient privacy, confidentiality, and non-disclosure

#### **Accreditation**

Liberty requires all on-site interpreters to maintain their interpreting abilities and knowledge of language and specialized terminology, whether through individual study, refresher workshops hosted by our agency, or Continuing Education Units—as required by the Certification Commission for Healthcare Interpreters to maintain status as a Certified HealthCare Interpreter (CHI) and the National Board of Certification for Medical Interpreters to maintain status as a Certified Medical Interpreter (CMI). Specialized interpreters within the healthcare, legal, and other technical fields must

prepare and review appointment-related terminology before each on-site assignment.

Liberty encourages on-site interpreters to consider the director of education, Sameh Abdelkader, as a valuable resource for answering specific questions about interpretation and the roles and responsibilities of the medical interpreter. Liberty also offers specific workshops (on topics such as avoiding common mistakes in medical interpreting) and provides information on available Continuing Education Units (CEUs) to assist interpreters with professional development.

Certifications and Certificates held by Liberty's interpreters are listed below:

- ✚ CMI (Certified Medical Interpreter) re-certification every 5 years
- ✚ CHI (Certified Healthcare Interpreter) re-certification every 5 years
- ✚ Virginia Certified Court Interpreter
- ✚ Clackamas County Certified Court Interpreter
- ✚ The Community Interpreter, 48-hour training, Cross Cultural Communications
- ✚ Bridging the Gap, 40-hour training, Cross Cultural Healthcare Program
- ✚ Interpreting in Health and Community Settings, 40-hour training, Northern Virginia AHEC
- ✚ Spoken Language Interpretation Program, 100-hour training, Fairfax State Public Schools, Adult and Community Education Program
- ✚ Certification from the Clackamas County Court Interpreters Registry
- ✚ Language of Justice, 24-hour training, Cross Cultural Communications

### Telephonic Interpreters

Liberty's telephonic interpreters have a minimum of two years of professional interpreting experience. Each interpreter is carefully screened for language proficiency, educational and professional accreditation, work experience, and regulatory compliance training and certification. The telephonic interpreters in Liberty's network are also provided with additional best practices training for each modality, including competency in the use of all technology for the support of Telephonic Interpretation Service.

All telephonic interpreters are required to have:

- ✚ A high school education or equivalent
- ✚ A professional level of proficiency in both English and the target language
- ✚ A minimum of 2 years interpreting experience
- ✚ A minimum of 40 hours interpreter training

## Video Remote Interpreters

Video remote interpreters adhere to the same screening process as telephonic interpreters; each interpreter is carefully screened for language proficiency, educational and professional accreditation, work experience and regulatory compliance training and certification. They are also provided with additional best practices training for each modality including competency in the use of all technology for the support of VRI interpretation sessions.

## Translators

Liberty's current pool of translators consists of professionals with a minimum two years professional experience in translation. Furthermore, many of these individuals hold degrees in translation and have extensive training in specialized fields of translation such as medical and legal terminology. Liberty translators are only permitted to translate **into** their native languages to ensure the target-language translations are as accurate as possible.

Many Liberty translators hold certification from the American Translators Association (ATA). Once awarded, this translator certification is valid only as long as the translator remains a member of ATA in good standing and fulfills the continuing education requirements.

Currently, certified translators must earn and keep track of continuing education credits, as determined by the ATA, to maintain their certification credential. Certified members are given three years to accumulate 20 hours of credit.

All newly-certified translators must complete one hour of ethics training after certification. This requirement can be fulfilled by either attending a workshop at the annual conference or completing a workshop online.

### **Translator Recertification**

Translators who allow their ATA membership to lapse for more than three years must rejoin ATA, apply for Active Membership Review, and fulfill the necessary continuing education requirements. Translators who allow their ATA membership to lapse for fewer than three years simply need to rejoin the ATA and fulfill the continuing education requirements.



## Key Personnel - Liberty Language Services

### **Silvia Villacampa** – *Managing Director*

Ms. Villacampa will serve as the administrative and financial point of contact for Clackamas County's account. Ms. Villacampa is a Certified Medical Interpreter (CMI) for Spanish and has worked with Liberty since 2012. She is responsible for company administration and finance, procurement, business development, client relations, quality assurance, vendor management, risk assessment, memberships, and accreditations.

### **Misti Houglum** – *Language Services Manager*

Ms. Houglum manages day-to-day operations for the Scheduling Department that maintains 24/7/365 coverage for interpretation and translation requests and services. Ms. Houglum supervises the Recruitment and Vendor Management Departments to ensure compliance with client requirements and onboarding for on-site interpreters. She also receives and responds to all customer feedback and issues.

### **Sameh Abdelkader** – *Director of Education*

Mr. Abdelkader manages the Education Department and is the lead trainer for Liberty's interpreter training courses. He conducts interpreter training courses and workshops and provides one-on-one interpreter professional development and refresher training.

### **Jennifer Holder** - *IT Manager*

Ms. Holder provides IT and other technical support for telephonic and video remote interpreting services. She is also responsible for system administration, IT support, IT security, website development, telecommunication systems, desktop publishing, graphic design, project management, and employee/client systems training. Ms. Holder will serve as the main point of contact during discussions with Approved Requestors from Clackamas County's Departments and Divisions about prioritization of certain types of Telephonic Interpretation requests.

### **Justin Miller** – *Account and Business Development Manager*

Mr. Miller will serve as account manager for Clackamas County. He is responsible for the maintenance of client accounts, contract negotiation, contract extensions, additional services and pricing, sales, and business development.

## Past Experience

Liberty has provided On-Site Interpretation and Translation Services to a multitude of organizations within Northern Virginia, Maryland, and Washington, D.C., including INOVA Health System, Pediatric Specialists of Virginia, and Alexandria City Public Schools.

Liberty currently holds service agreements providing On-Site Interpretation and Written Translation Services to the following schools systems:

- ✚ Alexandria State Public Schools (since July 2015)
- ✚ Fairfax County Public Schools (since January 2016)

Additionally, Liberty currently holds language service agreements with the following agencies, businesses, and hospitals in Virginia, Maryland, and Washington, D.C.:

- ✚ INOVA – Fairfax, VA
- ✚ Pediatric Specialists of Virginia – Fairfax, VA
- ✚ Virginia Department of Disability Determination Services – Fairfax, VA
- ✚ Johns Hopkins Medicine International – Baltimore, MD
- ✚ Coordinating Center – Millersville, MD
- ✚ MedStar Georgetown University Hospital – Washington, D.C.
- ✚ MedStar Washington Hospital Center – Washington, D.C.
- ✚ International chemical emergency hotline based in Northern Virginia

## Firm's Ability

As stated in RFP No. 2018-87, Clackamas County is seeking contractors to provide a range of language access services—On-Site Interpretation, Telephonic Interpretation, Video Remote Translation, and Written Translation/Transcription—to the over 70 operating divisions within Clackamas County, Oregon. To meet the County's demands, Liberty will provide all four requested services and offer 24/7/365 customer support to and training for County staff on how to request interpreters (whether on-site, telephonic, or video remote) and submit documents for translation. Complete descriptions of these services are available in Section 5.3 Scope of Work.

As Liberty obtains new clients, its interpreter database is augmented in ways that go beyond sheer volume. Liberty is constantly aggregating and cross-referencing skill sets and training backgrounds to create a database for selecting interpreters and translators for highly specific jobs. Such nuance will enable County employees and affiliates to effectively communicate with individuals with Limited English Proficiency (LEP). This recruitment effort will ensure Liberty can fill the County's assignments as specified in RFP No. 2018-87.

Experience within different industries and fields has encouraged Liberty staff to create tailored solutions for each client. There is no one-size-fits-all approach to service for Liberty. Rather, Liberty engages in a close discovery process with each new client to ensure the interpreter/translator databases, scheduling system, invoicing methods, and customer service protocol all match the client's preferences and business processes. Clackamas County will enjoy the flexibility and personal support that Liberty is equipped to provide.

Liberty is prepared to cover all on-site, spoken-language interpretation requests anticipated by the County. Liberty's Recruiting Department will implement a recruitment plan to locate and on-board additional qualified multilingual individuals within and around the County. As with all on-site interpreters, these new applicants will be screened, tested for English and foreign language proficiency, and directed to the Education Department for the required interpreter training. Applicants will only be offered County assignments after completing the required screening, education, and contractor paperwork processes. These recruiting and training processes ensure Liberty can fill a large number of on-site service requests without sacrificing quality.

Upon contract inception, Liberty will provide a single, toll-free telephone number for Clackamas County to request service. Scheduling Staff monitor this telephone line 24/7/365.

## Distinctions from Other Agencies

Liberty prides itself on having specific quality assurance protocols for each service it offers. These protocols, together with Liberty's 24/7/365 scheduling coverage, ensure that a qualified member of Liberty's staff can quickly address client complaints and concerns while simultaneously creating a record of the steps that have been taken so far.

Please see Section 5.3 Scope of Work for descriptions of the services Liberty is offering to Clackamas County and the quality assurance protocols that accompany them.

### On-Site Interpretation

Other language service agencies who send interpreters to hospitals and healthcare systems only offer an assurance that their interpreters have some type of medical interpreter training. This assurance is often in the form of a letter or statement that vouches for an interpreter's training, with little to no description of the content or length of this training.

Following Liberty's agreements with hospital systems that maintain high quality standards for interpreters, our minimum standard is 40 hours of medical interpreter training. This includes a minimum of eight hours of medical terminology. Thus, Liberty's current medical interpreters are equipped with 40-hour training certificates that can be provided upon request. For medical assignments within Clackamas County, Liberty will utilize the same recruitment tactics to onboard qualified and certified interpreters that meet Oregon State's minimum of 60 hours of medical interpreter training.

### Telephonic and Video Remote Interpretation

Unlike other agencies, there are no non-usage fees for Telephonic and Video Remote Interpretation Services; Clackamas County will only pay for each telephonic or video remote interpretation session that it schedules.

All American Sign Language (ASL) Video Remote Interpreters provided by Liberty are certified through the National Association of the Deaf. Furthermore, all telephonic and video remote interpreters adhere to strict training requirements, ensuring that the quality of each phone or video remote call meets the standards of Liberty's clients.

### Translations

The Translations Department works in tandem with the Scheduling Department to ensure 24/7/365 coverage for translation requests. To request a translation outside of normal business hours, clients may call the Scheduling Department at 1-888-746-9108, ext. 4. While the majority of the translation process is facilitated through email, this important first step allows clients to talk directly to a member of Liberty's staff about their needs.

## 5.3 Scope of Work

### On-Site Interpretation

For on-site requests, Liberty's Scheduling Department utilizes a toll-free number and online scheduling system to receive client calls and requests 24/7. In the event of an emergency outage of Liberty's systems or an overload of calls, a secondary answering service based in South Dakota is equipped to handle requests, assignment changes, and important feedback from Liberty's clients.

Liberty's customers submit interpreter requests through its online scheduling system, the Internet Interpreter Scheduling System (I2S2), which was customized for our use by Fluency, Inc. in January 2012. The I2S2 allows for complete data capture of scheduling, reporting, and billing. The history of each appointment is time stamped when the appointment is booked and stamped again when a change is made. Data is archived for seven years on Fluency, Inc. servers.

The I2S2 is the most powerful scheduling system in the language access industry today. It is HIPAA-compliant and enables customers to receive real-time updates on their requests. As Liberty progresses in staffing interpreting assignments, requesters are automatically alerted via email with appointment confirmations. In urgent or emergency situations, customers are contacted or alerted by a Liberty staff member via phone or text message. Requesters will be able to see all completed appointments, with an end-time for each assignment and a confirmer's name, phone number, and signature. The interpreter's appointment voucher (timesheet) includes an Actual Start Time field to ensure accurate monitoring and reporting of interpreter time-in and time-out for each assignment. Appointment vouchers for all completed assignments can be viewed alongside billing reports in Fluency.

The I2S2 system is maintained on a secure server, ensures privacy and confidentiality, and allows for referencing of prior appointments. Billing will be completed monthly or on a schedule that suits Clackamas County. Access to I2S2 and IT support is free of charge. The I2S2 portal for Liberty customers can be viewed at: <https://www.gofluently.com/Libertylanguageservices>.

## On-site Interpreter Requests

There are multiple ways for Clackamas County's requestors to submit on-site interpreter requests as explained below.

### The I2S2 Online Scheduling System

Approved requestors may submit on-site interpreter requests through Liberty's online scheduling system, the Internet Interpreter Scheduling System (I2S2), at any time. The I2S2 offers an unlimited number of users free of charge, meaning the County may enroll as many requestors as necessary. Furthermore, the I2S2 offers approved requestors complete control over each interpreter request and sends automatic updates via email whenever new requests are submitted or modified.



#### Internet Interpreter Scheduling System

Welcome to the *Internet Interpreter Scheduling System* (I2S2) for *Liberty Language Services*. With an assigned username and password you can request and schedule interpreting appointments. If you have not been assigned a username and password by Liberty Language Services, please contact us at 1.888.746.9108 or 1.888.746.9108 to obtain them. If Liberty Language Services has assigned you a username and password please enter them below.

By entering your username and password, you acknowledge receipt and acceptance of the TERMS AND CONDITIONS OF USE for this website that were sent to you along with your username and password via e-mail. To review the TERMS AND CONDITIONS OF USE please click on the link in the Main Menu upon logging in.

Please enter your *Liberty Language Services* username and password to enter the *Internet Interpreter Scheduling System* (I2S2).

User Name

Password

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*Login Screen of the I2S2 Interpreter Scheduling System*

To schedule an on-site appointment via online portal, approved requesters should log into the I2S2 and click **Appointment Intake**. They should then fill out the required and applicable fields for the request, including service recipient name, reference number, venue, department, provider name, date, time, duration, language, gender (if there is a preference), and notes (if applicable). Once the Requestor provides information for all the required and applicable fields, he/she should click **Save**.

**Liberty Language Services**  
Welcome, jholder

- Internet Interpreter Scheduling System
  - Interpreter Calendar Chart
  - Intake**
    - Appointment Intake
    - Telephone Intake
    - Interpreter Evaluation Form
    - Review/Edit Interpreter Evaluation Form
  - Action**
    - Schedule
      - Today's Schedule
      - Tomorrow's Schedule
      - Today's Cancelled Appointments
      - Tomorrow's Cancelled Appointments
    - Time Finish
    - Edit Appointment
    - Show Previous Search Results
    - Appointment Note Search
  - Listings**
  - Reports**
  - System Administration**
    - Terms of Service
    - Adm Users Guide
    - Downloads
    - Change Password
    - Logout

**LIBERTY**  
LANGUAGE SERVICES

**Internet Interpreter Scheduling System**  
Version: 1.2.2.38

Reminders	
Hours Pending Appointments:	appointment(s).
Hours Pending Appointments:	appointment(s).
Today Pending Appointments:	appointment(s).
Tomorrow Pending Appointments:	appointment(s).
Days Pending Appointments:	appointment(s).
Days Pending Appointments:	appointment(s).
Re-Scanned Vouchers:	voucher(s).

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Dashboard of the I2S2 Interpreter Scheduling System

At that point, the I2S2 will display the request and give the requester a chance to confirm the information or edit where necessary. If everything is correct, the requester should click **Save** again. When the requester re-clicks **Save**, the I2S2 generates a unique confirmation number for the requestor to use during the scheduling process when referring to the specific assignment. The system also sends an automated message to the Scheduling Department to notify schedulers that a new request has been submitted. This automated message includes the appointment number, date, time, duration, language, location, and approved requester's name.

## **Phone**

Requesters may also call Liberty's toll-free number at any time (24/7/365) to speak to a scheduler and submit a request. During the conversation, the scheduler will ask for the required assignment information and submit the request to the I2S2 for the requestor. Many of Liberty's current clients consider the 24/7/365 telephone line ideal because it enables employees to submit requests who do not yet have User IDs for the I2S2. Similarly, clients call the Scheduling Department directly when they urgently need to submit a request or discuss special preparations for an assignment.

## **Email**

Requesters also have the option to email their requests to the Scheduling Department. Like the toll-free telephone line, Schedulers monitor the scheduling email account 24/7/365. Upon contract inception, Language Services Manager Misti Houghlum will send the contract monitor a template for approved requestors to submit interpreting requests via email. The template asks for the following information:

- ✚ Date
- ✚ Time
- ✚ Duration
- ✚ Language
- ✚ Location: Full address
- ✚ Recipients Name
- ✚ Reference Number
- ✚ Gender Request (If applicable)
- ✚ Subject of appointment
- ✚ Special Instructions (if applicable)

## **Fax**

Finally, approved requestors may also submit requests via fax. The format of each fax should follow the email-template detailed above. When a Liberty staff member receives a fax request, he/she forwards the information to the Scheduling Department. A scheduler will then submit the request to the I2S2, prompting the delivery of an automated email to the approved requestor to confirm that the request is being processed and filled.

Regardless of how a request is submitted (email, telephone, fax), Clackamas County requestors will receive email updates when the request is processed and filled. The message confirming an interpreter has been assigned contains the interpreter's first initial and last name and indicates the gender of the selected interpreter with an [F] or [M] after the interpreter's last name.



## Quality Assurance

To ensure that every Interpreter reaches the level of quality expected by Liberty's clients, the Liberty's scheduling and management staff follow specific protocol:

- 1.) **Request Intake:** Clients may request interpreter services by sending an email directly to the Scheduling Department's account (scheduling@libertylanguageservices.com), calling the scheduling toll-free extension (1-888-746-9108, ext. 4), or submitting a request through Liberty's Interpreter Scheduling System, the I2S2. These three platforms - email account, phone line, and I2S2 - are monitored 24/7 to ensure a fast and accurate response to the client's specific needs for each interpreter assignment; a trained member of the scheduling staff is on call to answer emails and return calls within **30 minutes** of request receipt. Furthermore, because Liberty's schedulers provide complete coverage, after-hours requests are never outsourced to a call center, even on holidays and weekends.
- 2.) **Interpreter Selection:** After Liberty receives a service request, the interpreters within Liberty's pool are notified of the new assignment through the I2S2 scheduling system. The scheduling staff then selects the appropriate interpreter for each individual assignment by considering the following factors:
  - ✚ Training - Liberty's Medical interpreters must possess a minimum of 40 hours of medical/community interpreter training
  - ✚ Professional experience
  - ✚ Certification (Legal or CHMI)
  - ✚ Specialized experience (Legal, psychiatric, social work, educational, etc.)
  - ✚ Interpretation Rates
  - ✚ Availability
  - ✚ Location – Liberty prefers to schedule interpreters that reside closer to assignment location to ensure punctuality

It is important to note that while any number of interpreters may come forward for an assignment, interpreter selection depends on a first come, first served basis of interpreters with appropriate qualifications.

- 3.) **Confirmation Process:** After a sufficiently qualified interpreter confirms his/her availability for the assignment, the I2S2 automatically sends an email to the client, confirming coverage for the request and providing the name of the assigned interpreter. Similarly, another email is sent to the interpreter to confirm that he/she has indeed been selected for the request. Both of these emails (to the client and interpreter) contain important details about the assignment such as the date, time, and location.

- 4.) **Reminders:** Every night, the schedulers send out confirmation texts, emails, and phone calls to each interpreter that is scheduled for an assignment the following day. If an interpreter cancels, schedulers work diligently to staff the request with a new interpreter. Then, when a new interpreter is confirmed, another automated confirmation is sent to the client with the new interpreter's information. In the event that a substitute interpreter cannot be confirmed, the scheduling staff will follow the protocol set forth by the client to notify them of a cancellation in coverage.
- 5.) **Quality Assurance:** Upon becoming a Liberty subcontractor, interpreters receive a Contractor Handbook that details Liberty's policies pertaining to punctuality, appropriate dress for assignments, codes of conduct, HIPAA policies, and other important regulations. All Liberty interpreters receive name badges with their pictures on them.

The Language Services Manager and Office Manager rotate availability during business hours to handle issues and complaints. If Liberty receives a complaint about a specific interpreter or a general problem with the quality of service during an assignment, the request is not billed and the involved interpreter is retrained before being allowed to return to facilities. At any time and for any reason, clients may request that a specific interpreter be blocked from some or all of their locations. Similarly, interpreters may contact scheduling staff to discuss issues and concerns about specific assignments.

- 6.) **Training of Interpreters:** All Liberty interpreters that attend medical assignments must have at least 40 hours of medical interpreter training. Part of every interpreter training's is a language proficiency test that tests for proficiency in both the target language(s) and English. All interpreters are required to take these proficiency tests or submit outside proof of their proficiency. Interpreters can take Liberty's training or an equivalent from another institution.
- 7.) **Final Quality Control Steps:** All interpreters must bring a voucher to each assignment. A staff member of the client then signs the interpreter in upon arrival and out when the assignment is over. There is space on each voucher for the client/interpreter to leave notes about each assignment. The interpreter then submits the voucher to the I2S2 where it is reviewed and processed by the Auditing Department. The Auditor looks at each individual voucher and analyzes for discrepancies and accuracies. The Auditing Department then ensures the billing and payment is correct for each request before the assignments are sent to billing to be checked before the final invoice is sent to the client.

## Interpreter Performance Monitoring and Correction

Feedback from customers regarding interpreter performance is immediately evaluated by the language services coordinator to determine what action is necessary. Interpreters who provide outstanding service are commended personally by the director of education and invited to discuss the strengths of their performance. It is at the discretion of the director of education to determine what further steps should be taken to recognize an interpreter's stellar performance.

In the case of complaints or poor interpreter performance, the complaint is entered into Liberty's Incident Tracking System. Additionally, and when necessary, the interpreter is removed from any upcoming assignments.

The interpreter's account of the feedback is taken into consideration, and further action is decided upon by the Language Services Manager, with consultation from Clackamas County, if necessary.

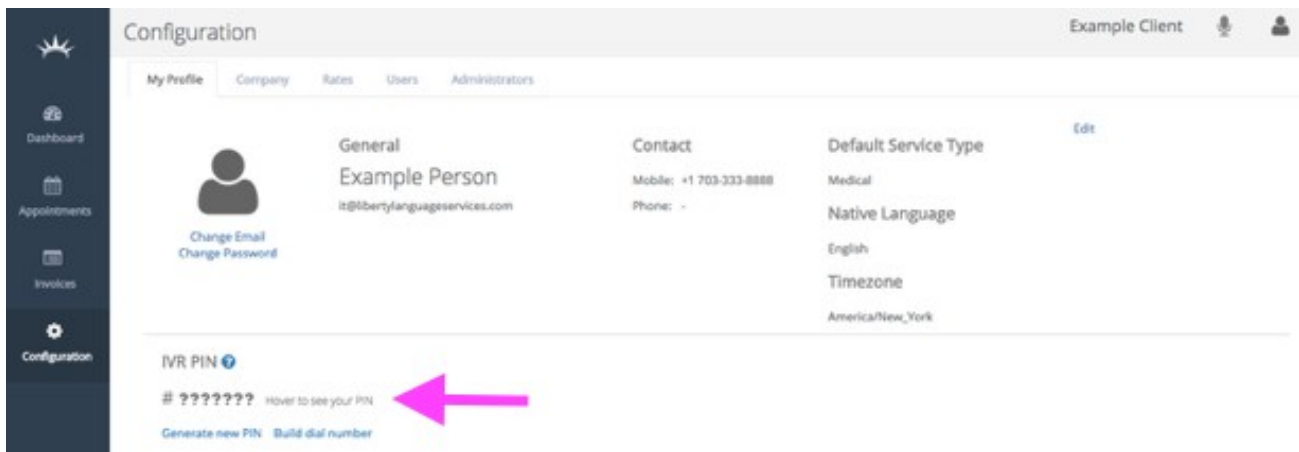
Interpreters who violate the code of ethics or standards of practice for healthcare and medical interpreters are required to participate in refresher training, either over the phone or in person, with Interpreter Instructor Sameh Abdelkader.

All resolutions implemented will be designed to meet or exceed the satisfaction of Clackamas County. Upon the request of Clackamas County and in the event of severe violations, interpreters may be suspended or permanently blocked from working at County locations. In extreme cases, Liberty may also terminate the interpreter's contract.

## Telephonic Interpretation

To initiate Telephonic Interpretation Services, Clackamas County must provide the email address of an initial contact. Liberty’s IT Department will then send an email invitation, inviting the County employee to visit Liberty’s telephonic site, [www.liberty.interpretmanager.com](http://www.liberty.interpretmanager.com), and retrieve his/her unique PIN number by following the steps below:

1. Log in.
2. Click “Configuration” in the left navigation.
3. Hover over the question marks.



After retrieving the PIN, County employees simply need to dial **1-718-838-9317** to request Telephonic Interpretation Services.

When a County employee calls in, he/she must input their unique PIN to be presented with the list of options below. The numbers on the left are the numbers that should be pressed to select a certain language once prompted by the voice menu. **Option 1 is for an operator.**

1	English - English	Operator - Operator	Medical	Audio and Video
2	English - English	Spanish - español	Medical	Audio and Video
3	English - English	Arabic - العربية	Medical	Audio and Video
4	English - English	French - français	Medical	Audio and Video
5	English - English	Chinese (Cantonese) - 廣東話, 粵語	Medical	Audio and Video
6	English - English	Chinese (Mandarin) - 官話, 官话	Medical	Audio and Video
7	English - English	Russian - русский	Medical	Audio and Video

<b>8</b>	English - English	Korean - 한국어	Medical	Audio and Video
<b>9</b>	English - English	Farsi - فارسی	Medical	Audio and Video

New phone numbers can be added to the PIN bypass list. This will allow authorized numbers to call Liberty’s telephonic line without entering a PIN number. To add phone numbers to the list, please send them to [IT@LibertyLanguageServices.com](mailto:IT@LibertyLanguageServices.com).

### Quality Assurance

The quality of Liberty’s telephonic interpreters and the service itself is monitored via feedback from both the telephonic interpreters and requestors. After being alerted of a quality control issue, Liberty's staff will contact the involved parties and gather all possible information in relation to the incident. If it is deemed necessary, the interpreter will be reprimanded for the mistake. Call logs include the interpreter’s ID number which aids in quickly identifying which interpreter was involved.

Liberty employs a Quality Assurance Program to guarantee the completion, timely delivery, and accuracy of Telephonic Interpretation Services. This program consists of interpreter performance monitoring, contract performance monitoring, and remedial procedures for correcting performance to ensure that Liberty’s services always meet the performance standards listed below.

Any deviation from these standards is logged in the Incident Tracking System as an incident report. These complaints are addressed by the appropriate Liberty staff with urgency so that remedial actions can be taken. After each incident is investigated, the client is provided a report that details the resolution of the problem and issues.

### OPI Performance

- ✓ Calls shall be answered with minimal hold times.
- ✓ Interpreters shall answer in a clear, professional manner with a standard greeting.
- ✓ Call reception is good and does not interfere with interpretation.
- ✓ Quality of interpretation shall meet or exceed client’s and LEP’s expectations; both parties should feel satisfied that the interpretation session was productive, efficient, and expertly handled by the interpreter.
- ✓ No call will be dropped or unanswered.

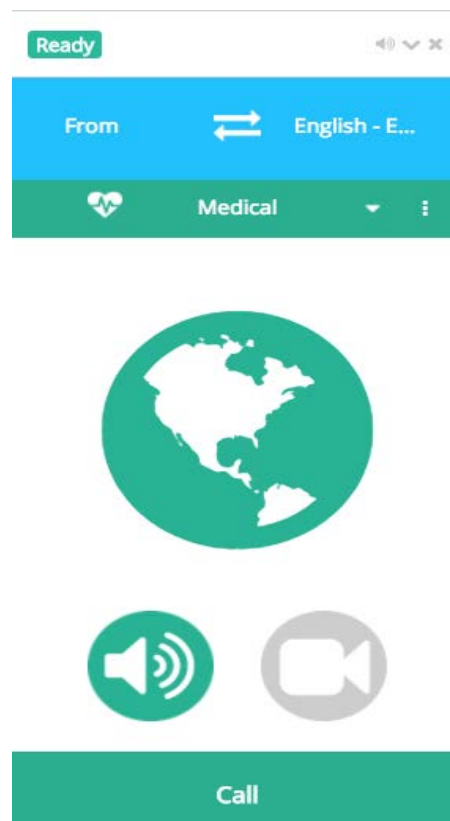
Liberty staff will conduct regular quality assurance inspections, implementing surveys to ensure that call reception and interpretation quality meet and exceed the County's requirements. Furthermore, supervisors are continually monitoring telephonic system performance to ensure service levels are maintained.

## Video Remote Interpretation (VRI)

To use VRI services, County employees need to download the **Interpret Manager App**.



Once logged in, the requestor will see a microphone icon in the top right part of their browser. Clicking the microphone opens the calling interface as shown below. Here the requestor can choose their language pair, service type (default is medical) and choose between audio only or video using the circular buttons near the bottom of the calling interface. Clicking **Call** will begin the call.



## Quality Assurance

For video remote interpretation sessions, Liberty can track call quality metrics, call length times, interpreter ratings, and rates to create detailed call reports. These reports will be available upon request by approved County employees.

All video remote interpreters receive training on how to take video calls through Liberty's VRI platform to enable them to avoid obstacles and deliver quality interpretation. If Liberty receives a complaint about a specific video remote interpreter, Language Services Manager Misti Houglum is responsible for completing an investigation of the incident and determining the necessary solutions.

## Accessibility

Video remote interpretation (VRI) services are also available 24/7 on-demand.

### Accessibility Features:

- ✚ Average speed of answer is three (3) seconds.
- ✚ Rapid connection times, averaging under 20 seconds for all languages.
- ✚ Maintain compliance with Title VI, Joint Commission, DNV HealthCare, and CMS

## Translation

Liberty Language Services is a corporate member of the American Translators Association (ATA) and subscribes to the ATA Code of Ethics and Professional Practice. Liberty currently supports translations in over **70 languages**, including: Amharic, Arabic, Bengali, Braille, Cantonese and Mandarin Chinese (simplified and traditional), Farsi, French, German, Greek, Italian, Japanese, Korean, Portuguese, Russian, Spanish, Tagalog, Thai, Urdu, and Vietnamese. Most of Liberty's current translation requests are medical in nature, requiring the Translation Department to seek out professional translators with expertise in the translation of medical terminology.

In a timely and efficient manner, Liberty shall provide high-quality translations of County documents that preserve the content and structure of the source document. These texts will be translated by human translators and proofreaders; **Liberty prohibits the use of Machine Translators such as Google or Bing Translate.**

The Translation Department's capabilities include translating textual materials of any length and complexity, including scientific, academic, legal, financial, and technical compositions. The translation staff's expertise and quality control process ensure that all

delivered translations are accurate and within budget. Furthermore, the fact that translators are only allowed to translate into their mother tongue guarantees a higher level of accuracy and comprehension for each translation.

Customer support and training shall be made available to County staff to ensure that they are familiar with Liberty's processes for requesting a quote, proceeding with a project, and selecting the appropriate turnaround time.

Access to the Translation Department shall be 24/7 for emergency and urgent requests. Invoicing can be done per translation project or as requested by the County.

### Translation Requests

Translation requests can be submitted via the Translation Submission Form (<https://www.libertylanguageservices.com/contact-translation-department>), available on Liberty's website, or via email. Regardless of how the request is submitted, Liberty asks its clients to provide the following information:

- ✚ Source language and target language
- ✚ Expected delivery date and time (rush/regular)
- ✚ Translation field (health, legal, government, education, business, etc.)
- ✚ Need for Notarized Certificate of Accuracy (free of charge)

Upon receiving a request, the Project Manager communicates with the client to ensure that he/she understands and can meet the project's requirements (intended audience, format, mode of delivery, turnaround time, and special handling).

When the quote is accepted by the client, the Project Manager assigns the translation to the most qualified available translator whose education and experience match the subject area of the source document. The Project Manager also passes along the client's requirements and specifications to the translator.

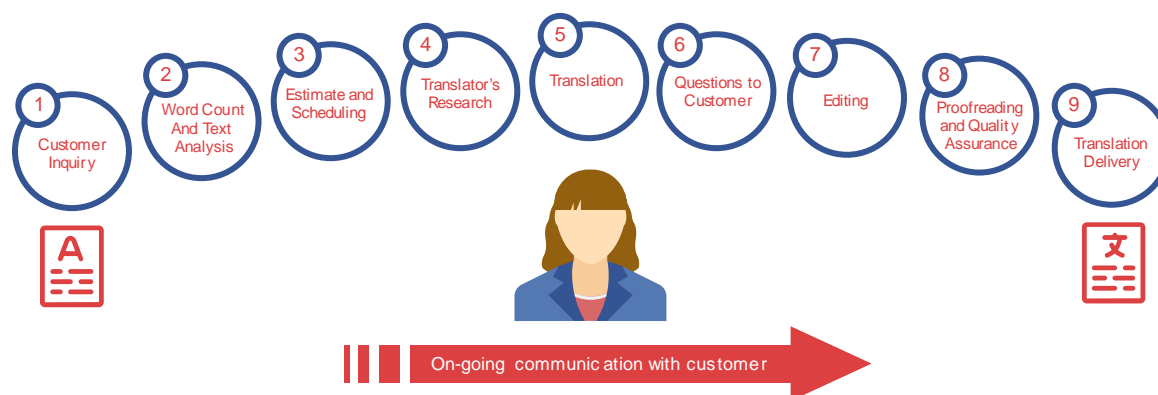
Once the translation is completed and reviewed by the translator, the Project Manager checks the document not only for spelling and grammatical mistakes, but also to ensure that the translation conforms to the tone and content of the original document. All final translations are delivered electronically via email. Any original and print versions of translations and notarized certifications can be provided to the County free of charge; original print copies of translations can be mailed via first-class USPS upon request.



Translators are provided concrete feedback regarding the quality of each translation they complete. This feedback includes comments from the Project Manager concerning the style and vocabulary of a given job and any additional notes received from the client after translation delivery.

Liberty holds all work in the strictest confidence. All staff, translators, and editors are required to sign Non-Disclosure Agreements, guaranteeing that they will not to make copies of clients' materials and will return or destroy all materials to Liberty at the end of an assignment.

## Translation Process



## Quality Assurance

To ensure that every translation reaches the level of quality expected by Liberty's clients, the Translation Staff follow specific protocol:

- 1.) **Translation Intake:** Clients may submit requests directly to the Translation Department's email account or through Liberty's website. A member of the Translation Staff will confirm receipt of the request and send two quotes for delivery (\*Regular and Rush) within **24 hours** of request submission, regardless of the complexity of the documents and specifics of the request.
- 2.) **Go-ahead Process:** Clients must respond to the quote email to confirm that they would like to proceed with the translation. Upon receiving confirmation, the translation staff will communicate the Delivery Time and Date to the client in a return email.

3.) **Translator Selection:** The Translation Project Manager selects the appropriate translator. Factors involved in the selection process include:

- ✚ Education (BA or MA in Translations or related subject)
- ✚ Professional Experience
- ✚ Certification (American Translators Associations or an accepted equivalent)
- ✚ Specialized Experience in technical field (medical translation, legal translation, pharmaceutical translation, etc.)
- ✚ Translation rates
- ✚ Availability

4.) **Translation Completion:** After the Assigned Translator completes the assignment, he/she is asked to perform a **secondary check for grammar, language fluidity, and translation accuracy** before delivering to the Translation Department.

5.) **Proofreading:** After receiving the translation from the Assigned Translator, the Translation Project Manager must perform a **final quality check** to compare the translation to the original document. If an error is found during the check, the translation may either be sent back to the Assigned Translator or a Secondary Proofreader to resolve the quality issue.

6.) **Translation Delivery:** The translation is delivered to the client electronically through either email or the client's selected portal. Print copies may also be mailed out upon request.

\*Regular Delivery typically takes four to five days, depending on the length and complexity of the document. Rush Delivery typically takes one to two days, depending on the length and complexity of the document.

### Performance Monitoring and Correction

Translation complaints are immediately forwarded to Language Services Manager Misti Houglum. Upon receiving a complaint, Liberty asks for a maximum of three business days to fully investigate the client's concerns and determine the cause of the problem. The client is then sent a summary of our conclusions and a layout of our plan to rectify any issues in translation quality.

Liberty guarantees to deliver accurate and complete translations for every request and make all revisions necessary to meet the Clackamas County's expectations.

Liberty Language Service continually seeks ways to improve its translation services. We work closely with the client to streamline the translation process and deliver quality translations that are accurate, clear and culturally sensitive.

Finally, Liberty employs performance monitoring via our Quality Assurance Program to ensure that our services always meet the following performance standards:

- ✚ Quality of translations shall meet or exceed client expectations. Finished products will be accurate, clear, and delivered in the desired format.
- ✚ Agency translators shall meet or exceed a minimum level of relevant training, professional experience, and language proficiency. Translator documentation shall be available upon request of client.
- ✚ Translations shall be delivered within the requested time frame.

## Service Timeline

### On-Site Interpretation

Once a service agreement is in place, Liberty will request a list of locations to be used to set up Clackamas County in the I2S2 scheduling system. Clinic locations and billing information will be entered into the I2S2, which also serves as the billing system, and Clackamas County will then be fully authorized to enter requests for on-site interpreter services.

A list of authorized users (requesters) for the I2S2 will be requested from the County, and levels of access, such as viewable billing reports, will be assigned. Additionally, billing and invoicing details will be confirmed so that invoices and accompanying billing reports match the preferences and requirements of Clackamas County.

### Telephonic Interpretation

To proceed with Telephonic Interpretation Services, Clackamas County will need to provide an initial email address. The IT Department will then send an email, inviting the client to create an account in Boost, Liberty's telephonic service provider. IT will then set up Clackamas County's rates in the system and send an instructional guide that County employees may follow when requesting a telephonic interpreter for the first time. Depending on how soon Liberty receives the first email address, set-up can take 15-20 minutes. Furthermore, creating an account in Boost should take the client roughly five minutes.

Approved Requestors can send invitations to new account administrators and requestors at any time, meaning Clackamas County can add new employees to the system as needed.

### Video Remote Interpretation

To proceed with Video Remote Interpretation Services, Clackamas County will need to provide an initial email address. The IT Department will then send an email, inviting the client to create an account in Boost, Liberty's video remote service provider. IT will then set up Clackamas County's rates in the system and send an instructional guide that County employees may follow when requesting a video remote interpreter for the first time. Depending on how soon Liberty receives the first email address, set-up can take 15-20 minutes. Furthermore, creating an account in Boost should take the client roughly five minutes.

Approved Requestors can send invitations to new account administrators and requestors at any time, meaning Clackamas County can add new employees to the system as needed.

## Translation

Upon contract inception, any member of Clackamas County's staff may request a translation; there are no specific requirements to become an approved requestor or boundaries if an individual is not an approved requestor. Employees may request a translation by calling the Scheduling Department at 1-888-746-9108, ext. 4 or emailing the Translations Department directly.

The translation process is entirely facilitated via email ([translations@libertylanguageservices.com](mailto:translations@libertylanguageservices.com)), meaning that requestors must submit their documents through the translations email account before Liberty can begin. Depending on the length of the document and type of text involved, rush delivery can take between three hours and two days and regular delivery can take between three to five days. Please note, however, that this timeline is subject to change due to the varieties and complexities of the original text for translation.

## Billing and Invoicing

Liberty's Billing Department provides current clients with invoices and service summaries that match their exact specifications. In accordance with the Scope of Work in RFP No. 2017-87, billing staff will prepare invoices and service summaries for each Department/Division within Clackamas County's network.

Liberty uses utilization and billing reports as a means of ensuring that all clients receive quality service and that all Liberty staff properly fulfill each assignment request. These reports are available after the responsible department processes the telephonic interpreting sessions, on-site assignments, and translations. For On-Site Interpretation and Written Translation Services, reports are normally available on or after the third business day of the month. For Telephonic Interpretation Services, reports are normally available on or after the fifth business day of the month.

Expedited reporting is available upon customer request. Additionally, custom utilization reports can be provided for any data ranges.

## Usage Summaries

Liberty's Billing Department is able and willing to provide summaries of language service usage by the 70 departments/divisions in Clackamas County.

Liberty's current clients may choose the parameters that should be included in their service usage reports. Billing staff are therefore accustomed to creating specialized reports that distinguish between service location, language, individual requestor, and many other parameters (as needed).

## 5.4 Fees – Section 6

Liberty has no non-usage of service fees for any services (i.e., On-Site Interpretation, Telephonic Interpretation, Video Remote Interpretation, or Transcription). Upon contract inception, the Billing Department will be responsible for ensuring that no such non-usage fees are billed to the 70+ operating divisions and departments within Clackamas County. See Section 6 below for a complete pricing list per language (as requested by Clackamas County) per service (On-Site Interpretation, Telephonic Interpretation, Video Remote Interpretation, and Transcription). Additional pricing for Translation Services is attached.

## Section 6

Name of Firm/Individual: \_\_\_\_\_

Certification(s):  Medical     Legal     General     American Sign Language

Hours of availability: \_\_\_\_\_

Are you willing to accept long term assignments? \_\_\_\_\_

Are you willing to perform third party billing?     Yes     No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
<b>American Sign Language</b>				
<b>Acholi</b> – <i>Uganda, Sudan</i>				
<b>Afrikaans</b> – <i>South Africa, Namibia</i>				
<b>Akan</b> – <i>Ghana, Ivory Coast</i>				
<b>Akateko</b> – <i>Guatemala</i>				
<b>Albanian</b> – <i>Albania</i>				
<b>Algerian Arabic</b> – <i>Algeria</i>				
<b>Amharic</b> – <i>Ethiopia</i>				
<b>Arabic</b> – <i>Widely Distributed</i>				
<b>Armenian</b> – <i>Armenia</i>				
<b>Ashanti (Asante Twi)</b> – <i>Ghana</i>				
<b>Assyrian</b> – <i>Iraq</i>				
<b>Azerbaijani</b> – <i>Azerbaijan</i>				
<b>Azorean Portuguese</b> – <i>Azores Islands</i>				
<b>Bahnar</b> – <i>Vietnam</i>				
<b>Bahasa Indonesia (Indonesian)</b> – <i>Indonesia</i>				
<b>Bambara</b> – <i>Mali</i>				
<b>Belarusan</b> – <i>Belarus</i>				
<b>Bengali</b> – <i>Bangladesh, India</i>				
<b>Bosnian</b> – <i>Bosnia &amp; Herzegovina</i>				
<b>Brazilian Portuguese</b> – <i>Brazil</i>				
<b>Bulgarian</b> – <i>Bulgaria</i>				
<b>Burmese</b> – <i>Myanmar (former Burma)</i>				
<b>Cambodian (Khmer)</b> – <i>Cambodia</i>				
<b>Cantonese</b> – <i>China</i>				
<b>Cape Verdean (Portuguese Creole)</b> – <i>Cape Verde</i>				
<b>Catalan</b> – <i>Andorra, Spain</i>				
<b>Cebuano</b> – <i>Philippines</i>				
<b>Chaldean</b> – <i>Iraq</i>				
<b>Chamorro</b> – <i>Guam</i>				
<b>Chaozhou (Teochew)</b> – <i>China</i>				

<b>Language</b>	<b>In person</b>	<b>Telephonic</b>	<b>Video</b>	<b>Written Transcription</b>
<b>Chin</b> – Myanmar (former Burma)				
<b>Chinese (var. languages/dialects)</b> – China				
<b>Chuukese (Trukese)</b> – Micronesia				
<b>Croatian</b> – Croatia				
<b>Czech</b> – Czech Republic				
<b>Danish</b> – Denmark				
<b>Dari (Afgan Farsi)</b> – Afghanistan				
<b>Dene</b> – Canada				
<b>Dewoin</b> – Liberia				
<b>Dinka</b> – Sudan				
<b>Duala</b> – Cameroon				
<b>Dutch</b> – Netherlands				
<b>Egyptian Arabic</b> – Egypt				
<b>Estonian</b> – Estonia				
<b>Filipino (Tagalog)</b> – Philippines				
<b>Finnish</b> – Finland				
<b>Flemish</b> – Belgium				
<b>French</b> – Africa, Canada, France, Tunisia, et al.				
<b>French Creole</b> – Caribbean				
<b>Fukienese</b> – China				
<b>Fulani (Fulfulde, Fula)</b> – Cameroon, Niger, Nigeria, Senegal				
<b>Fuzhou</b> – China				
<b>Ga</b> – Ghana				
<b>Gen (Mina)</b> – Togo, Benin				
<b>German</b> – Germany				
<b>Gokana (Khana)</b> – Nigeria				
<b>Greek</b> – Greece				
<b>Gujarati</b> – India				
<b>Haitian Creole</b> – Haiti				
<b>Haka Burmese</b> – Myanmar (former Burma)				
<b>Hmong</b> – China, Vietnam, Laos				
<b>Hungarian</b> – Hungary				
<b>Hakka</b> – China				
<b>Hausa</b> – Niger, Nigeria				
<b>Ibo (Igbo)</b> – Nigeria				
<b>Ilocano</b> – Philippines				
<b>Hebrew</b> – Israel				
<b>Hindi</b> – India				
<b>Indonesian (Bahasa Indonesia)</b> – Indonesia				
<b>Iraqi Arabic</b> – Iraq				
<b>Italian</b> – Italy				
<b>Japanese</b> – Japan				
<b>Jarai</b> – Vietnam				



<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
<b>Javanese</b> – <i>Indonesia</i>				
<b>Jordanian Arabic</b> – <i>Jordan</i>				
<b>Juba Arabic</b> – <i>Sudan</i>				
<b>Kanjobal (Q'anjob'al)</b> – <i>Guatemala</i>				
<b>Kannada</b> – <i>India</i>				
<b>Kapampangan</b> – <i>Philippines</i>				
<b>Karen (Pa'o, S'gaw)</b> – <i>Myanmar (former Burma)</i>				
<b>Kayah</b> – <i>Myanmar (former Burma)</i>				
<b>Khmer (Cambodian)</b> – <i>Cambodia</i>				
<b>Kinyarwanda</b> – <i>Rwanda</i>				
<b>Kirundi</b> – <i>Burundi</i>				
<b>Koho</b> – <i>Vietnam</i>				
<b>Korean</b> – <i>Korea</i>				
<b>Kpele</b> – <i>Guinea, Liberia</i>				
<b>Kurmanji (Northern Kurdish)</b> – <i>Turkey</i>				
<b>Kuwaiti Arabic</b> – <i>Kuwait</i>				
<b>Lao</b> – <i>Laos</i>				
<b>Latvian</b> – <i>Latvia</i>				
<b>Lebanese Arabic</b> – <i>Lebanon</i>				
<b>Lingala</b> – <i>Congo, Republic of the</i>				
<b>Lithuanian</b> – <i>Lithuania</i>				
<b>Luganda</b> – <i>Uganda</i>				
<b>Luo</b> – <i>Kenya</i>				
<b>Maay (Af Maay, Rahanween, Bantu)</b> – <i>Somalia</i>				
<b>Macedonian</b> – <i>Macedonia</i>				
<b>Malay</b> – <i>Malaysia</i>				
<b>Malayalam</b> – <i>India</i>				
<b>Malinke</b> – <i>Senegal</i>				
<b>Mam</b> – <i>Guatemala</i>				
<b>Mandarin</b> – <i>China</i>				
<b>Mandinka (Mandingo)</b> – <i>Senegal</i>				
<b>Marathi</b> – <i>India</i>				
<b>Marshallese</b> – <i>Marshall Islands</i>				
<b>Mayan [Akateko, Kanjobal]</b> – <i>Guatemala, Mexico</i>				
<b>Mien</b> – <i>China, Laos, Thailand</i>				
<b>Mina (Gen)</b> – <i>Togo, Benin</i>				
<b>Minangkabau</b> – <i>Indonesia</i>				
<b>Mixteco Alto</b> – <i>Mexico</i>				
<b>Mixteco Bajo</b> – <i>Mexico</i>				
<b>Mnong</b> – <i>Vietnam</i>				
<b>Mongolian</b> – <i>Mongolia</i>				
<b>Moroccan Arabic</b> – <i>Morocco</i>				
<b>Nahuatl</b> – <i>Mexico</i>				
<b>Navajo</b> – <i>U.S.A.(Southwest)</i>				

<b>Language</b>	<b><i>In person</i></b>	<b><i>Telephonic</i></b>	<b><i>Video</i></b>	<b><i>Written Transcription</i></b>
<b>Nepalese</b> – <i>Nepal, India</i>				
<b>Nuer</b> – <i>Sudan</i>				
<b>Oromo</b> – <i>Ethiopia</i>				
<b>Palestinian Arabic</b> – <i>Israel, Jordan</i>				
<b>Pangasinan</b> – <i>Philippines</i>				
<b>Papiamento</b> – <i>Netherlands Antilles</i>				
<b>Pashto (Pushto)</b> – <i>Pakistan, Afghanistan</i>				
<b>Portuguese Creole (Cape Verdean)</b> – <i>Cape Verde</i>				
<b>Persian (Farsi)</b> – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
<b>Russian</b> – <i>Russia</i>				
<b>Samoan</b> – <i>Samoa</i>				
<b>Polish</b> – <i>Poland</i>				
<b>Portuguese</b> – <i>Portugal, Brazil, et al.</i>				
<b>San Miguel</b> – <i>Mexico</i>				
<b>Santa Eulalia</b> – <i>Guatemala</i>				
<b>Saraiki</b> – <i>Pakistan, India</i>				
<b>Serbian</b> – <i>Serbia, Montenegro</i>				
<b>Serbo-Croatian</b> – <i>Balkans</i>				
<b>Shanghainese</b> – <i>China</i>				
<b>Sichuan (Szechuan)</b> – <i>China</i>				
<b>Sinhalese</b> – <i>Sri Lanka</i>				
<b>Slovak</b> – <i>Slovakia</i>				
<b>Somali</b> – <i>Somalia</i>				
<b>Soninke (Serahule)</b> – <i>Mali</i>				
<b>Sorani (Central Kurdish)</b> – <i>Iraq</i>				
<b>Spanish</b> – <i>Spain, Latin America, et al.</i>				
<b>Sudanese Arabic</b> – <i>Sudan</i>				
<b>Susu</b> – <i>Guinea</i>				
<b>Swahili</b> – <i>Kenya, Somalia, Tanzania,</i>				
<b>Swedish</b> – <i>Sweden</i>				
<b>Syrian Arabic</b> – <i>Syria</i>				
<b>Tagalog (Filipino)</b> – <i>Philippines</i>				
<b>Tai Dam</b> – <i>Vietnam</i>				
<b>Taiwanese</b> – <i>Taiwan</i>				
<b>Tamil</b> – <i>India</i>				
<b>Telugu</b> – <i>India</i>				
<b>Teochew (Chaozhou)</b> – <i>China</i>				
<b>Thai</b> – <i>Thailand</i>				
<b>Tibetan</b> – <i>China</i>				
<b>Tigrigna (Tigrinya)</b> – <i>Ethiopia, Eritrea</i>				
<b>Toishanese</b> – <i>China</i>				
<b>Tongan</b> – <i>Tonga</i>				
<b>Trukese (Chuukese)</b> – <i>Micronesia</i>				

<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
<b>Tunisian Arabic</b> – <i>Tunisia</i>				
<b>Turkish</b> – Turkey				
<b>Twi</b> – Ghana				
<b>Tzotzil</b> – Mexico				
<b>Ukrainian</b> – Ukraine				
<b>Urdu</b> – Pakistan, India				
<b>Vietnamese</b> – Vietnam				
<b>Wolof</b> – Senegal				
<b>Xhosa</b> – South Africa				
<b>Yemeni Arabic</b> – Yemen				

## Written Translation Rates

### Class 1

Spanish

### Class 2

French

German

Italian

Portuguese (Brazilian)

Portuguese (European)

### Class 3

Amharic

Arabic

Bengali

Burmese

Chinese (Cantonese)

Chinese (Mandarin)

Farsi

Greek

Gujarati

Japanese

Korean

Nepali

Polish

Punjabi

Russian

Somali

Tagalog

Thai

Urder

Vietnamese

**And all other languages not mentioned here.**

## Regular Rate

Your translation will be delivered in no more than 5 business days.

Language Class	Per Word - Non-Technical	Per Word - Technical
Class 1	\$0.12	\$0.15
Class 2	\$0.17	\$0.20
Class 3	\$0.20	\$0.22



## Rush Rate

The regular rate as indicated above, plus an additional 30%.

## Minimum Fees

	<b>Regular Delivery</b>	<b>Rush Delivery</b>
<b>Non-Technical</b>	\$55.00	\$70.00
<b>Technical</b>	\$70.00	\$90.00

## Desktop Publishing

\$30 to \$50 Per Hour

## Terms and Conditions

All translation requests made by Clackamas County will adhere to this pricing schedule unless otherwise authorized by Liberty's translation department. Please save this document for future reference.

All requests must be made via email to [translations@libertylanguageservices.com](mailto:translations@libertylanguageservices.com), with source material attached. Be sure to include desired target language and any special instructions in you email request.

As policy, courtesy ad-hoc quotes will be sent to you in response to your translation requests. We will not begin work on your request until you explicitly agree to the quotes.

If you cannot scan and email source material, please do not mail or drop off original documents. We cannot be held responsible for the safe-keeping of your original documents.

## 5.5. References

### **Pediatric Specialists of Virginia (October 2013 to present)**

Services: On-site interpretation, telephonic interpretation, and translation

**Contact:**

Cecilia Terrazas  
Director of operations  
3023 Hamaker Court, Suite 200  
Fairfax, VA 22031

Email: [cterrazas@PSVCare.org](mailto:cterrazas@PSVCare.org)  
Telephone: 703-848-6636

### **Disability Determination Services, Virginia Department for Aging and Rehabilitative Services (June 2012 to present)**

Services: On-site, spoken-language interpretation and on-site ASL interpretation

**Contact:**

Pamela Dickinson  
Northern Virginia Regional Office  
11150 Fairfax Blvd  
Fairfax, VA 22030

Email: [pamela.dickinson@ssa.gov](mailto:pamela.dickinson@ssa.gov)  
Telephone: 703-934-0075

### **Fairfax County Juvenile & Domestic Relations Court (Dec. 2016 to present)**

Services: On-site, spoken-language interpretation and on-site ASL interpretation

**Contact:**

Sandra Guerrero Perez  
Volunteer Interpreter Program Coordinator  
[4110 Chain Bridge Road, Suite 201](#)  
Fairfax, VA 22030

Email: [Sandra.Guerrero-Perez@fairfaxcounty.gov](mailto:Sandra.Guerrero-Perez@fairfaxcounty.gov)  
Telephone: [703-246-7581](tel:703-246-7581)

# 5.6 Completed Proposal Certification

**PROPOSAL CERTIFICATION**  
**RFP #2017-87 Interpreter Services**

Submitted by: Liberty Language Services LLC  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.



(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State Virginia  
Oregon Business Registry Number In Process

Contractor's Authorized Representative

Signature:  Date: 5/16/2018  
Name: Justin Miller Title: Account and Business Development Manager  
Firm: Liberty Language Services  
Address: 1600 Spring Hill Rd., Suite 210  
City/State/Zip: Vienna/VA/22182 Phone: (888) 746-9108 ext 1  
e-mail: JMiller@LibertyLanguageServices.com Fax: 703-890-2358

Contract Manager:

Name Justin Miller Title: Account and Business Development Manager  
Phone number: 703-592-9815  
Email Address: JMiller@LibertyLanguageServices.com



CHRISTA BOSSERMAN WOLFE, CPA  
INTERIM DIRECTOR

**DEPARTMENT OF FINANCE**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Contract with Flynn BEC LP for the  
PSB Re-roof Project – Roofing Services**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$261,569.16
Funding Source	Budget Line: 420-0221-00-482300-76330; department funds Fiscal year 2018-2019
Duration	Contracting through June 30 <sup>th</sup> , 2019
Previous Board Action/Review	N/A
Strategic Plan Alignment	Build public trust through good government, build a strong infrastructure and ensure safe, healthy and secure communities.
Contact Person	Steven Bloemer, (503) 805-9870
Contract No.	2018-75

**BACKGROUND:**

At over 110,000 square feet of office space, The Public Services Building (PSB) houses a multiple County groups and stands as a cornerstone to the County's Red Soils Campus area. Built in 2003, The PSB has weathered the past 16 years in good condition, however, it currently retains the original roof which has developed multiple leaks and other on-going maintenance concerns within the last few years.

The current roof is mostly a Polyvinyl-Chloride (PVC) membrane roof, with additional materials comprised of standing seam and flat metal panels that are part of the cornice, parapet and coping building details. The main roof and cornice areas have had multiple repairs completed over the past several years in an attempt to extend the life of the existing roof and to defer the replacement. While these repairs have been mostly effective, the main roof has exceeded its life expectancy, and the metal panels are out of code compliance for slope angle.

Facilities Management proposes to re-roof the PSB utilizing a Thermoplastic Polyolefin (TPO) single-ply membrane overlay which will include covering the cornice and parapet metal panel areas offering not only a fully integrated roof, but several other advantages including less maintenance, higher durability, and lower energy costs. This contract will allow the installation of a roof with a 20 year warranty.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS 279C and LCRB Rules on August 23, 2018. Bids were publicly opened on September 19, 2018. The County received six (6) bids: ABC Roofing, \$430,438.00; Coastline Roofing and Construction, Inc., \$450,000.00; Carlson Roofing Company, Inc., \$343,343.00; Snyder Roofing of Oregon, Inc., \$440,155.00; Flynn BEC LP, \$274,933.00; and Roof Toppers, Inc., \$389,000.00. After review of the bids it was determined that Flynn BEC LP was the lowest responsive and responsible bidder.

After award, the County Project Manager discussed value engineering options with the awarded contractor and was able to reduce the contract total to \$261,569.16.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the contract with Flynn BEC LP for the Public Services Building Reroof Project.

Sincerely,

Christa Bosserman-Wolfe  
Interim Finance Director

Placed on the board agenda of \_\_\_\_\_ by the Procurement Division.



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Flynn BEC LP**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2018-75 Public Services Building Reroof Project**

### 1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **two hundred sixty-one thousand five hundred sixty-nine dollars sixteen cents (\$261,569.16)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

### 2. Representatives.

Contractor has named Ryan Low as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Steven Bloemer as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

### 3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Ryan Low shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Kevin Christian shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Dustin Miller shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** Tylar Devereaux shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: May 31, 2019

FINAL COMPLETION DATE: June 30, 2019

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

## **8. Required Terms.**

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

## **9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

## **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**In witness whereof**, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

**Flynn BEC LP**  
**P.O. Box 19068**  
**Spokane, Washington 99219**

Contractor CCB # 220332 Expiration Date: 4/26/2020

Oregon Business Registry # 1420067-90 Entity Type: FLP

State of Formation: Delaware

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Flynn BEC LP

Clackamas County

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

\_\_\_\_\_  
Recording Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



CHRISTA BOSSERMAN WOLFE, CPA  
INTERIM DIRECTOR

**DEPARTMENT OF FINANCE**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Earthworks Landscape Service, Inc.  
for Grounds Maintenance and Repair Services

<b>Purpose/Outcomes</b>	This is a five-year contract for general grounds maintenance and repair services for County properties
<b>Fiscal Impact</b>	The annual year cost is \$457,980 and a total contract value of \$2,366,230.
<b>Funding Source</b>	Funds are part of Facilities Management budget, as allocated to departments.
<b>Duration</b>	November 1, 2018 through December 31, 2023
<b>Previous Board Action</b>	No previous action
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build a strong infrastructure</li><li>• Build public trust through good government</li></ul>
<b>Contact Person</b>	Jeff Jorgensen, Facilities Manager, 503-734-6248 (cell phone)

**BACKGROUND:**

Clackamas County's Finance Department is seeking Board approval for a contract with Earthworks Landscape Service, Inc. for grounds maintenance services. The services included in this contract are routine landscape maintenance as well as supplemental snow and ice removal to preserve public employee access, safety, the value of assets, preserve landscape health and aesthetics.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS 279B and LCRB Rules on May 9<sup>th</sup>, 2018 as a Request for Proposals (RFP). Proposals were publically opened June 7<sup>th</sup>, 2018. The County received four (4) proposals from Crystal Greens Landscape, Inc., Monarch Landscape OR, LLC, Earthworks Landscape Service, Inc., and Pacific Landscape Service, Inc. The evaluation committee met on June 18<sup>th</sup>, 2018 and requested all proposers to submit a best and final offer (BAFO) for prices. After receiving BAFO, the evaluation committee met again and awarded the most points to Earthworks Landscape Service, Inc.

This Contract has been reviewed and approved by County Counsel.





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**RECOMMENDATION:**

Staff recommends the Board approve the Contract with Earthworks Landscape Service, Inc. for the Grounds Maintenance and Repair Services.

Respectfully submitted,

Jeff Jorgensen  
Facilities Manager

Placed on the \_\_\_\_\_ Agenda by the Procurement Division



CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between Earthworks Landscape Service, Inc. ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of the Facilities Management department for the purposes of providing Grounds Maintenance and Repair Services.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until December 31, 2023. This Contract will operate under a calendar year verses a fiscal year as identified in the RFP. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP 2018-20 Grounds Maintenance and Repair Services, issued May 9, 2018, including Addendum #1 issued May 24, 2018 attached and hereby incorporated by reference as Exhibit "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", and the Contractor's Proposal attached and hereby incorporated by reference as Exhibit "B."

Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Ralph Sanchez 503-557-6417 or email at ralphsan@clackamas.us.

III. COMPENSATION

1. PAYMENT. The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum monthly compensation authorized under this Contract shall not exceed \$38,165.00. The maximum annual compensation authorized under this Contract shall not exceed \$457,980.00 and the total Contract compensation shall not exceed \$2,366,230.00.

For each calendar year (January through December), the fees shall be fixed. By November 1st of each year, the Contractor may request an increase in the fees in an amount not to exceed the increase in the Consumer Price Index for the West Region. Any such increase shall only be approved through an Amendment to the Contract.

2. TRAVEL EXPENSE REIMBURSEMENT. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. INVOICES. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS")

293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Facilities Management, 1710 Red Soils Court, Suite 200 Oregon City OR 97045.

4. The parties acknowledge and agree that several pending County public improvement projects could require an amendment or modification to the Scope of Work. The parties expressly agree and acknowledge that an amendment or modification to the Scope of Work may also require an amendment or modification to the compensation provided for in Section III (1) of this Contract (the “Compensation”). The parties hereby agree to the following process for addressing potential changes to the Scope of Work and Compensation:
  - a. If the County, in its sole discretion, determines that a construction project or other public improvement to County property may require an amendment or modification to the Scope of Work and Compensation, the County shall provide Contractor sixty (60) days written notice of the project with a request for a proposed amendment to the Scope of Work and Compensation (a “SOW Change Request”);
  - b. Upon receipt of the County’s SOW Change Request, Contractor shall, within ten (10) business days, submit to County a written proposed amendment modifying the Scope of Work and Compensation to reflect a reduction in property requiring Contractor’s Work, if any, caused by the County’s construction project or public improvement. Upon County’s receipt of Contractor’s proposed amendment, the parties agree to negotiate in good faith to reach a mutually agreed upon amendment or modification to both the Scope of Work and Compensation that reasonably considers and accounts for the impact, if any, of the County’s construction or other public improvement project.
  - c. If either party determines, in their sole discretion, that they are unable to reach a mutually agreed upon Amendment to the Scope of Work and Compensation, this Contract may be terminated upon a written 30 day notice as per Paragraph 20 below.

#### **IV. CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this

Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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 Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. **Contractor must also have the additional endorsement for Pesticide/Herbicide application and usage for this Contract.** The general aggregate shall apply separately to this project / location. Contractor must have the additional endorsement for Pesticide/Herbicide usage/application for the same occurrence and aggregate limits under general liability. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor’s insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided it’s retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner

and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These

remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated (i) at any time by mutual consent of the parties, (ii) by the County for convenience upon thirty (30) days' written notice to the Contractor, or (iii) by either party for failure to reach a mutually acceptable amendment to the Scope of Work or Compensation following the County's issuance of a SOW Change Request; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.



**22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 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 Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services

furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**SIGNATURE PAGE FOLLOWS**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Earthworks Landscape Service, Inc.  
 PO Box 406  
 Hubbard, OR 97032-0406

Clackamas County

\_\_\_\_\_

Authorized Signature                      Date

\_\_\_\_\_

Chair

\_\_\_\_\_

Name / Title (Printed)

\_\_\_\_\_

Recording Secretary

\_\_\_\_\_

506846-88 DBC / Oregon  
 Oregon Business Registry #

\_\_\_\_\_

Date

\_\_\_\_\_

6834 Expires 7/31/2019  
 Oregon Landscape Contractors Board

Approved as to Form:

\_\_\_\_\_

County Counsel                                      Date

**EXHIBIT A**  
**RFP 2018-20 GROUNDS MAINTENANCE & REPAIR SERVICES**  
**ADDENDA #1**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**