JACKSON COUNTY LIBRARY DISTRICT

REQUEST FOR PROPOSALS

RFP No. 2016-08-08

Jackson County Library Services (JCLS)
Performance Review and Quality Assessment

ISSUE DATE: Tuesday, July 19, 2016

DUE DATE: 4:00 P.M., Monday, August 8, 2016

CONTACT:
Lisa Marston
lmarston@jacksoncountylibrarydistrict.org
The Jackson County Library District is seeking a Consultant to conduct a performance review and quality assessment of the Jackson County Library System (hereinafter referred to as Jackson County Library Services or JCLS).

In accordance with the specifications of the Request for Proposals (RFP), sealed proposals will be received in the office of the Rogue Valley Council of Governments until 4:00 P.M. Pacific Daylight Savings Time, August 8, 2016. Sealed proposals shall be plainly marked RFP No. 2016-08-08 Jackson County Library Services Performance Review and Quality Assessment, August 8, 2016. Late proposals will not be considered.

A copy of the bid and any related materials may be obtained from the Jackson County Library District’s website at: www.jacksoncountylibrarydistrict.org

Proposals can be mailed to:
Lisa Marston
Jackson County Library District
PO Box 3275
Central Point, OR 97502

Hand delivered proposals must be delivered to the Rogue Valley Council of Governments office at 155 N. 1st Street, Central Point, Oregon 97502.

A pre-bid meeting will not be conducted. You may contact Lisa Marston at lmarston@jacksoncountylibrarydistrict.org with any questions. The deadline for submission of questions is 5:00 P.M. on August 2, 2016.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Oregon, quality and price being equal to articles or services offered by competitors outside the State of Oregon.

The lowest responsible and best proposal shall be accepted; provided, however, that the District, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.
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Background and Purpose

Background
The Jackson County Library District was created by the voters of Jackson County in May 2014. Since the District did not have the organizational resources or infrastructure to be able to immediately provide library services, it contracted with Jackson County to provide library facilities and library services during its first year and took over operation of the Jackson County Library System (JCLS) on July 1, 2015. Jackson County had previously contracted with Library Systems and Services, LLC (hereinafter LS&S) to operate the libraries. The District initially assumed the County’s contract, but entered into its own five year contract with LS&S beginning July 1, 2015. LS&S currently operates the fifteen branch libraries within the district in accordance with the terms of a contact, which has been included in this RFP document for reference.

JCLD sets policies to govern library operations and adopts a budget to accomplish this purpose, while LS&S hires the library staff and manages all fifteen branches. In addition JCLD provides a budget for the purchase of library materials by LS&S. JCLD leases space in the Medford branch to Rogue Community College (RCC) for its library. The RCC Library is open at times when the Medford branch is not open to the public. JCLS and RCC share a joint library catalog through a Polaris integrated library system. JCLD contracts with Jackson County, which will own the library buildings until the bonds are paid off in 2020, to maintain the buildings and the landscaping around them, with Action Security to provide security guard services at the Medford branch, and with Pathways, Inc. to provide janitorial services.

The fifteen branches comprising the library system are scattered geographically throughout Jackson County. They vary in size and hours of operation and the communities they serve vary also in size, demographics and economic means. The population of the County is over 205,000 and is predominantly white with a significant Hispanic minority. The bulk of the population is clustered along the I-5 corridor with the remainder scattered in rural communities. While the County is generally not affluent, there are a range of businesses in the Rogue Valley with the bulk of the area devoted to agriculture. Southern Oregon University and RCC provide local opportunities for higher education.

Purpose of this Study
Jackson County Library District (JCLD) operates a system of fifteen branch libraries for the benefit of the citizens of Jackson County, Oregon. The District is a special district formed under Chapters 198 and 357 of the Oregon Revised Statutes (ORS) and is, therefore, independent from oversight by the County. It is governed by an elected board of five members. Because the District was created with the authority to levy up to $.60 per $1000 of assessed valuation, it must answer to the taxpayers of Jackson County, showing that it operates the libraries to provide the best library services and collections as efficiently and effectively as possible within the means available.

- The Jackson County Library District (hereinafter JCLD) is seeking an experienced Consultant to conduct an organizational review and an audit of the workload and
performance of the library system and its fifteen branch libraries. The purpose of the review is to conduct an assessment of library services funded by JCLD and to provide information and recommendations to the District Board regarding organizational requirements and potential operational and budgetary efficiencies. The Consultant will need to have the capabilities to evaluate policies, practices and performance in delivering library services and to determine how the services delivered by the District and its contractor, Library Systems & Services, LLC, measure up under the Standards for Oregon Public Libraries adopted by the Oregon State Library, as well as other generally accepted standards for library operations. One additional aspect of the review will be to examine the extent to which the library services contractor, LS&S, is meeting its performance obligations under its agreement with JCLD, with specific consideration of the warranty provision on page 5, Section 10(c). Another aspect, which may be deferred to a second phase, will be to examine the goals set forth in JCLD’s new 5 year strategic plan and make recommendations relative to how best to implement these goals.

**Scope of Work**

**Confirm Scope of Work and Objectives and Establish a Timeline**

The Consultant will review the scope of work with JCLD, including the project objectives and tasks and establish a timeline; review report to be delivered and identify communication channels and establish a specific timeline for all deliverables.

**Data Collection**

Review available background information on topics related to public libraries including, but not limited to:

- Governance
- Policies
- Human Resources
- Staff Duties and Responsibilities
- Staff Development and Learning
- Materials
- Library Services and Programs
- Technology
- Advocacy
- Marketing

Reference materials:
- Library Administration and Operations Agreement between the District and LS&S
- LS&S Proposal for the Delivery of Library Services in Jackson County, Oregon
- Standards for Oregon Public Libraries (2015 Revision)
- 2016 Report to the OLA Library Development and Legislation Committee
- Edge Assessment Results for Jackson County Library Services on June 13, 2016
- Peer Comparison Report for Jackson County Library Services on June 13, 2016
- Edge Action Plan for Jackson County Library Services on June 13, 2016
**Review and Document Current Library Practices and Operations**

The review should include a detailed organizational and operational assessment of current Jackson County Library Services using the Standards for Oregon Public Libraries as well as other relevant collateral and benchmarking against similar public library systems, such as the Deschutes Public Library in central Oregon. This assessment should include, but is not limited to:

- Staffing Model
- Deployment Practices
- Wages and Compensation
- Organizational Structure and Management
- Outreach to Homebound and Day Care
- Circulation
- Programming
- Reference
- Collection Development and Analysis
- Technical Services and Support

**Best Practices and Innovations**

Identify best practices and innovations in public libraries for those areas outlined above. These practices should be consistent with libraries of similar size and characteristics as Jackson County Library Services with special emphasis on those with rural, suburban and urban branches. The innovations considered should be similarly matched. When identifying best practices and innovations, special care should be given to focus on those that are relevant and practical for meeting public library standards with Oregon.

**Gap Analysis**

Identify areas of high performance and areas that present opportunities for improvement between current business practices, operations, best practices and innovations. Gaps or needs, if any, should be clearly identified and recommendations should be made as to program refinements, new strategies, and resource modifications that might be required to better achieve District objectives.

**Initial Observations and Findings/Draft Report**

The initial observations and findings will be presented in an informal report which makes preliminary findings. The report should also identify any issues outside the identified scope of work that may impact the library system and require further analysis or actions on the part of JCLD. Following review of the draft with the project team the report will be amended as needed.

**Final Report**

The Consultant will work with the Library District Project Team to refine recommendations and develop potential implementation strategies and costs. This will result in a final written report that will be presented to the Jackson County Library District Board of Directors.
Consultant Qualifications

JCLD is seeking a Consultant with experience and expertise in the analysis and evaluation of public library operations and management and who is able to perform program analysis and cost benefit analysis in order to make specific recommendations. The consultant must be able to evaluate procedures, practices and performance in delivering library materials and services and should be able to show experience addressing these issues with other public libraries within the last three years. That work should include facilitation of employee work groups. The consultant should describe projects completed, staff assigned to those projects, and their qualifications. Experience in writing reports, including development of findings, conclusions, and recommendations, is required. JCLD seeks to have initial observations and a draft report by November 1, 2016.

Library District Project Team

JCLD will support the consultant by providing a primary point of contact and a Project Team. The Consultant will be expected to conduct at least two team meetings to provide updates on the progress on the project, seek direction on questions that may arise, and seek feedback on sections of preliminary analysis.

RFP Submittal Requirements

Printed materials submitted must use recycled paper and be printed double-sided. Six (6) printed copies and one (1) digital copy (CD or Thumb-Drive) of the full proposal and attachments must be submitted. Additional information, in the form of brochures, etc., may be submitted as appendices.

Submittals must contain all of the following information in the sequence presented below and not exceed the page limits noted. Submittals that exceed the maximum page allowance will not be considered. One page equals one sheet printed double-sided.

Cover Letter (maximum 2 pages):

1. Legal name of firm, address and telephone number
2. Year firm was established
3. Principal contact in charge of the project proposal, including telephone number and email address
4. Person who would be the District’s primary contact, including telephone number and email address
5. Description of the firm’s understanding of the Jackson County Library Services (JCLS) Performance Review and Quality Assessment and reasons for interest in the project and why their firm would be a good fit

Proposal Form

Proposals must include a completed and signed Proposal Form, which has been included in this RFP as Attachment A – Proposal Form.
Proposal (20 pages maximum)

Project Approach
Address the key issues and requirements necessary to complete the performance review and quality assessment including the proposed schedule and research process, the information and input needed from the District and library staff, and the scope of services required to deliver a quality product to meet the District’s expectations.

Project Work Plan
Provide a work plan and timeline for the project tasks. Include the personnel and amount of time estimated for each individual needed to complete each project task. Outline the information and other support needed from the project manager and/or project team.

Qualifications of Key Personnel
Provide the names and qualifications of the firm’s personnel and any sub-consultants that will be assigned to the project, including their professional qualifications and any relevant certifications and/or registrations.

Previous Experience and References
Describe how the firm’s previous experience prepares it to fulfill the requirements of this project. Include a list of references of similar projects completed in the past five years with the following information:

1. Project name and description
2. Location
3. Work performed
4. Project duration (mo/yr)
5. Contract amount
6. Client (Name, organization, address, phone number, and email address)

Cost of Proposed Services
In a sealed envelope separate from the proposal, provide two copies of the firm’s rate schedule including rates of any sub-consultants and the fee “not to exceed” for the proposed services. The rate schedule should include a detailed, itemized breakdown by task. The “not to exceed” fees shall include all costs, both direct and indirect, including any reimbursable expenses.

Selection Process and Evaluation Criteria
A selection committee will review and evaluate the submitted proposals and make recommendations for selection. The committee may identify a short list of consultants to interview. The committee will submit the recommended firm to the Jackson County Library District Board of Directors for award of contract.

Proposals will be evaluated and ranked on the following criteria:

1. Project approach, work plan, and schedule [40%]
2. Management, team organization and experience of key team members [20%]
3. Demonstrated ability to meet project schedules [20%]
4. Experience working with public libraries and agencies on similar projects [10%]
5. Cost of proposed services [10%]

**Tentative Schedule**

The Consultant selected will be required to prepare a project schedule to be approved by the project team. The following are tentative dates for the selection process and project start:

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<td>Request for Proposals Issued</td>
<td>July 19, 2016</td>
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<td>Deadline for project related questions</td>
<td>August 2, 2016</td>
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<td>Deadline for proposal submission</td>
<td>August 8, 2016, 4:00 PM (PDT)</td>
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<td>Short list interviews (if required)</td>
<td>August 16, 2016</td>
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<td>Final selection of Consultant</td>
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<td>Negotiate and finalize contract for services*</td>
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*A sample contract for services has been included in this RFP as Attachment B.*

**Submittal Deadline and Contact Information**

Proposal submittals are due August 8, 2016 by or before 4:00 P.M. (PDT) and may be mailed to the following address:

Lisa Marston  
Jackson County Library District  
PO Box 3275  
Central Point, OR 97502

Hand delivered proposals must be delivered to the Rogue Valley Council of Governments office at 155 N. 1st Street, Central Point, Oregon 97502, before the deadline. Sealed proposals shall be plainly marked **RFP No. 2016-08-08 – Jackson County Library Services Performance Review and Quality Assessment, August 8, 2016.**

**Project Contact Information**

Upon release of this RFP, all Consultant communications concerning the overall RFP shall be emailed directly to the contact listed below. Unauthorized contact regarding this RFP with library staff may result in disqualification. Any oral communications will be considered unofficial and non-binding by the District. Consultants should rely on written statements issued by the District’s representative.

Name: Lisa Marston, Executive Administrator  
Address: Jackson County Library District  
PO Box 3275, Central Point, OR 97502  
Email: lmarston@jacksoncountylibrarydistrict.org
Attachment A – Proposal Form

Consultant Information – RFP No. JCLD-2016-08-08

Consultant/Firm Name: 
Primary Contact Person: Title: 
Address: 
City, State, Zip: Telephone: 
Fax: E-mail Address: 

Name and title of the person(s) authorized to represent the Consultant in any negotiations and sign any Contract for Services that may result:

Name: Title: 
Telephone: E-mail Address: 

By signing this page and submitting a Proposal, the official certifies that the following statements are true:

1. No attempt has been made or will be made by the Consultant to induce any other person or organization to submit or not submit a Proposal.

2. Consultant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin; nor has Consultant or will Consultant discriminate against a sub-consultant in the awarding of a subcontract because the sub-consultant is a minority, women or emerging small business enterprise certified under ORS 200.055; nor has Consultant or will Consultant discriminate against a Disabled Veteran or, in obtaining a required subcontract, against a sub-consultant that employs a Disabled Veteran.

3. Information and costs included in this Proposal shall remain valid for 90 days after the Proposal due date or until a contract is approved, whichever comes first.

4. The statements contained in this Proposal are true and complete to the best of the Consultant’s knowledge and Consultant accepts, as a condition of the contract, the obligation to comply with all applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.

5. The Consultant acknowledges receipt of all addenda issued under this procurement.

6. If the Consultant is awarded a contract as a result of this RFP, the Consultant will be required to complete, and will be bound by, a Contract for Services as attached to this RFP. At the time of signing the contract with the District the Consultant will be required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to the District.

7. Pursuant to ORS 279B.055 (2) the Consultant agrees to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services as stated in the scope of work.

Signature: Date: 

(Official Authorized to Bind Consultant) Print Name: 

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Attachment B – Sample Contract for Services

Sample contract begins on the next page.
ATTACHMENT B – Sample Contract For Services

JACKSON COUNTY LIBRARY DISTRICT
CONTRACT FOR SERVICES

This contract is between JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called “District”, and Contractor, hereinafter called “Contractor”. The parties agree as follows:

1. CONTRACTOR’S INFORMATION

NAME: _____________________________________________

ADDRESS: _____________________________________________

CITIZENSHIP: _____________________________________________

Non-resident alien: ☐ Yes ☐ No

Federal Tax ID Number: ________________________________

OR

Social Security Number: ________________________________

(Contractor must provide Contractor’s SSN or Federal TID number)

Oregon Business License #: _____________________________

This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

2. DESCRIPTION OF CONTRACTOR’S SERVICES AND DELIVERY SCHEDULE

☒ Exhibit A – Scope of Work

3. COMPENSATION

Payment for all work performed under this contract shall be made as set forth below from available and authorized District funds, at the rate of $XXX per hour and shall not exceed the maximum sum of $XXX for the term. Travel and other expenses of the Contractor shall not be reimbursed by District unless specifically provided herein as a supplementary condition.

a. Interim payments shall be made to Contractor following District’s review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.

b. Contractor shall not submit billings for, and District will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify District’s supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be
made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
c. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be sent to the supervising representative.

4. EFFECTIVE DATE AND DURATION
This Contract shall become effective on (DATE) and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on (DATE), or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. This Contract may be extended if agreed upon by both parties in writing. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

5. CONTRACT DOCUMENTS
This contract between the parties consists of this Contract for Services and Scope of Work (**Exhibit A**) which contain all the terms and conditions of the contract.

6. AMENDMENTS
The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS
   a. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor’s performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
   b. The Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified on the foregoing Certification Statement for Corporation or Independent Contractor. Contractor is not an “officer”, “employee”, or “agent” of the District, as those terms are used in ORS 30.265.
   c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amounts(s) to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

8. SUBCONTRACTS AND ASSIGNMENT
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 without District’s prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities
located outside the United States must be called to the specific attention of District. District’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

9. **SUCCESSORS AND ASSIGNS**
Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of District given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor’s responsibility for any goods and services to be provided by any subcontractor.

10. **NO THIRD PARTY BENEFICIARIES**
District and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, 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.

11. **FUNDS AVAILABLE AND AUTHORIZED**
District has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the District’s fiscal year budget. Contractor understands and agrees that District’s payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on District appropriations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the District has insufficient appropriations, limitations or other expenditure authority, District may terminate this contract without penalty or liability to the District, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

12. **TERMINATION**
   a. **Mutual Consent.** This contract may be terminated at any time by mutual consent of both parties.
   b. **District's Convenience.** This contract may be terminated at any time by District upon 30 days’ notice in writing and delivered by certified mail or in person.
   c. **For Cause.** District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
      i. If District funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
      ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
      iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
d. **For Default or Breach.**
   i. Either District or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
   
   ii. Time is of the essence for Contractor’s performance of each and every obligation and duty under this contract. District, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.
   
   iii. The rights and remedies of District provided in this subsection d are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

e. **Obligation/Liability of Parties.** Termination or modification of this contract pursuant to subsections a, b or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section 6 Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

13. **RECORDS MAINTENANCE; ACCESS; OWNERSHIP OF WORK PRODUCT; LICENSE**

a. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (if applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor’s performance hereunder. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.

b. **Ownership of Work Product; License.** All work products of the Contractor that result from this contract (“the work products”) are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.
14. COMPLIANCE WITH APPLICABLE LAW
Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) All regulations and administrative rules established pursuant to the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner’s performance under the Contract is conditioned upon Contractor’s compliance with the provisions of ORS Chapter 279A, B, and C, which are incorporated by reference herein.

15. 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 Corporation 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.

16. GOVERNING LAW; JURISDICTION; VENUE
This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction’s conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, “the claim”) between the District (and/or any other entity or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by District of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

17. INDEMNITY; INSURANCE
a. Indemnity. Insurance provided by contractor will be primary and non-contributory over any other insurance provided to the Additional Insured. Contractor shall defend, save, hold harmless, and indemnify Jackson County Library District and its elected officials, officers, agents, and contractors from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Insurance. Contractor shall at its own expense provide the following insurance:
   i. Worker’s Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.
   ii. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
iii. **General Liability** insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than $1,000,000/$3,000,000 Aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.

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

c. **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 30 days’ written notice from the Contractor or its insurer(s) to the District.

d. **Certificates of Insurance.** In respect to general and Automobile Liability, and Professional Liability, and as evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. Contractor shall name Jackson County Library District, and its elected officials, officers, agents, and contractors as Additional Insureds on any insurance policies required herein but only with respect to Contractor’s services to be provided under this Contract. A copy of the Additional Insured Endorsement must be provided to the District with the Certificate of Insurance. The certificate will specify all of the parties who are Additionally Insured. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

18. **FORCE MAJEURE**
Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District’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.

19. **SEVERABILITY**
The parties agree that 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.

20. **WAIVER**
The failure of District to enforce any provision of this contract shall not constitute a waiver by District of that or any other provision.

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

22. **PRIOR APPROVAL REQUIRED**
Approval by the Jackson County Library District’s Board of Directors is required before any work may begin under this contract.
23. **NOTICE**
Notices required by this contract must be given in writing by personal delivery or mail, at the addresses given by the parties on the first page of this contract, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.

24. **MERGER CLAUSE**
THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

25. **CERTIFICATIONS/REPRESENTATIONS:**
Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to District that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

- [ ] (1) I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.
- [ ] (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- [ ] (3) Telephone listing is used for the business separate from the personal residence listing.
- [ ] (4) Labor or services are performed only pursuant to written contracts.
- [ ] (5) Labor or services are performed for two or more different persons within a period of one year.
- [ ] (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor  
(Date)
IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:

___________________________________________________________  (Date)
Contractor
Title: ______________________________________________________
___________________________________________________________

Board President  (Date)
Jackson County Library District