



Jackson County Library District

Is issuing this Request for Proposals (RFP) #2024-01

For

Landscaping and Groundskeeping Services

Date of Issue: September 13, 2024

Proposals Due: October 11, 2024

Submit Proposals to Single Point of Contact (SPC):

Crystal Zastera, Operations Coordinator
Jackson County Library Services
205 S. Central Avenue
Medford, OR 97501
541-774-6405
czastera@jcls.org

SECTION 1: GENERAL INFORMATION

INTRODUCTION

Jackson County Library District (“JCLD” or, the “District” or, the “Library”) will consider proposals to provide landscaping and groundskeeping services at thirteen of its branch libraries. The District seeks high-quality work, attention to detail and a timely response to all landscaping and irrigation needs and emergencies, as well as work performance standards and grounds management practices that meet or exceed industry best management practices and standards.

Additional details are included in Section 2, Scope of Work.

JCLD anticipates the award of one or more Contracts from this solicitation. The initial term of the Contract is anticipated to be 3 years with options to renew up to a maximum of 6 years.

OVERVIEW AND PURPOSE

Jackson County Library Services was created in 1919 and has been through many changes over the years. Notably, in 2014 Jackson County residents voted to form the Jackson County Library District, a Special District in Oregon, which ensured stable funding for library services. Before becoming a Special District, the Library operated as a department of Jackson County.

In 2020, all building leases and deeds were transferred from Jackson County to the Library, and it was at this time that the Library entered into an Intergovernmental Agreement (IGA) with Jackson County to maintain all 15 branch locations. The IGA has thus far included landscaping and groundskeeping services at all but 4 of the 15 branch locations. As the Library approaches the re-negotiation of the IGA with Jackson County in 2025, the Library seeks to assume direct responsibility for landscaping and groundskeeping of its facilities.

JCLD libraries are community hubs where a library user’s experience begins outside the front door. In 2022, the Library adopted a Strategic Plan whose goals include creating “welcoming outdoor spaces” with Wi-Fi available for use outside of the buildings. Looking forward, JCLD landscaping priorities include updating grounds with water-wise, fire-resistant, pollinator-friendly plantings where feasible, and maintaining attractive, welcoming, and usable spaces for the public.

SCHEDULE

The following schedule applies to this RFP but is subject to change. Except as provided below, changes will be made only by written amendment to this RFP.

DATE	EVENT
September 13, 2024	Release of Request for Proposals
September 25, 2024	Pre-Submittal Conference at Medford Library, 10-11 a.m. PDT
September 27, 2024	Proposer's written questions due by 5:00 p.m. PDT
September 30, 2024	Library's written responses to questions due by 5:00 p.m. PDT
October 11, 2024	Proposals due by 5:00 p.m. PDT
October 15-18, 2024	Proposals evaluated by Library's Evaluation Committee
October 21, 2024	Interviews conducted, if necessary
October 25, 2024	Notice of Intent to Award issued
October 30, 2024	RFP Protest Deadline

SINGLE POINT OF CONTACT (SPC)

The SPC for this solicitation is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the solicitation, whether about the technical requirements of the solicitation, contractual requirements, the solicitation process, or any other provision only to the SPC.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

AUTHORITY AND METHOD

District is issuing this solicitation pursuant to its authority under ORS 279A.050 and ORS 279A.140.

District is using the Intermediate Procurement solicitation method set forth in ORS 279B.070 and OAR 125-247-0270.

SCOPE OF WORK/SPECIFICATIONS SUMMARY

- Initial and ongoing evaluation of existing landscaping and plantings. Scheduled annual consultation to consider suggested modifications to grounds and landscaping.
- Annual treatment for weed control, fertilization as needed, clean-up of established plantings and turf.
- Best practices shall be followed regarding when and how different plants should be trimmed, pruned, deadheaded, etc.
- March – November: Weekly mowing, trimming, weeding and site cleanup. Edging plant beds (where applicable). Includes removal of all accumulated landscape waste from the site.

- End of season site clean-up to include final trimming of all plantings and beds and the removal of leaves and debris from all site areas including parking lots.
- December-February: Bi-weekly mowing, trimming, weeding, and site clean-up.
- The following sites currently have enclosed garden/patio spaces: WC, EP, MED, GH, RR, JV that will need care.
- The Ruch, Applegate, and Shady Cove locations are planned for landscape improvements.

LOCATIONS

Library	Address/Notes
Applegate Branch Library	18485 North Applegate Rd, Applegate OR 97527
Ashland Branch Library	410 Siskiyou Blvd. Ashland, OR 97520
Butte Falls Branch Library	626 Fir Ave. Butte Falls, OR 97522
Eagle Point Branch Library	239 West Main St. Eagle Point, OR 97524
Gold Hill Branch Library	202 Dardanelles St. Gold Hill, OR 97525
Jacksonville Branch Library	340 West C St. Jacksonville, OR 97530
Medford Branch Library	205 South Centrale Ave. Medford, OR 97501
Prospect Branch Library	150 Mill Creek Dr. Prospect, OR 97536
Rogue River Branch Library	412 East Main St. Rogue River, OR 97537
Ruch Branch Library	7919 Highway 238 Jacksonville, OR 97530
Shady Cove Branch Library	22477 Highway 62 Shady Cove, OR 97539
Talent Branch Library	101 Home St. Talent, OR 97540
White City Branch Library	3143 Avenue C White City, OR 97503
Exclusions to this RFP noted below:	
Central Point Branch Library	Central Point Library is maintained by the City of Central Point
Phoenix Branch Library	A pollinator garden is in development for this property, and will be maintained through a separate agreement with a selected contractor.

Additional location details, including relevant maps and images included as Exhibit B, are attached.

DETAILED SCOPE OF WORK AND STATEMENT OF REQUIREMENTS

Shrub, Groundcover Maintenance

- Fertilization as needed.

- Pruning – shrubs shall be thinned and shaped as necessary to maintain a natural appearance and desirable size. Dead or diseased branches shall be removed from plants whenever observed. All debris shall be removed immediately after work is completed.
- Weed Control – contractor shall remove by hand weeding and cultivation, all weeds at the seedling stage. All planting areas will be covered with 2-4” of high-quality mulch, which will be selected in consultation with District staff. Mulched areas will be subsequently maintained at a 2-4” to prevent weed growth. Herbicides will be applied at the seedling stage as a last resort.

Turf Maintenance

- No pesticide applications shall be made to any turf, picnic, or other public areas. Turf shall be maintained in a healthy, vigorous, aesthetically pleasing condition using best management practices, cultural practices, and mechanical methods.
- Mowing and Edging – Turf shall be mowed using a well-sharpened lawn mower. Grass clippings shall be removed only if necessary to provide a neat appearance or to prevent damage to turf. Grass shall be kept one foot away from all trees.
- Contractor will not perform any operations that may damage or destroy grounds or other turf areas, including operation of equipment in areas that are over wet and may create ruts that may damage or destroy turf.

Irrigation System Management

- The contractor is responsible for scheduling and maintaining the irrigation system for each site to provide the necessary water needs to keep the landscaping and plants healthy. Repairs will be reimbursed at the contracted rate.
- Contractor will report any broken or damaged irrigation systems or components.

Pest Management and Reporting

- Contractor will report any observed suspected damaging insect or pest infestations to District staff, and will advise on management, treatment, and preventative strategies.

Tree Care

- Depending on the site, Contractor will perform regular pruning and trimming of trees to promote healthy growth, maintain structural integrity, and ensure safety. This includes removing dead, diseased, or hazardous branches and shaping trees to maintain their natural form and appearance.
- Conduct ongoing and regular inspections and assessments of tree health, identifying issues such as diseases, pest infestations, or structural weaknesses.

SUPPLIES

The Contractor shall provide all supplies necessary to perform the contracted work to meet or exceed current industry standards. The Contractor shall provide the Library with Material Safety

Data Sheets (MSDS) on any chemicals prior to their use on Library properties. The Library prefers use of environmentally friendly products wherever possible.

EQUIPMENT

The Contractor shall provide and store off site all equipment necessary to perform the contracted work to meet or exceed current industry standards. The Contractor shall maintain all equipment in proper working order at all times. Furthermore, the Contractor shall insure that all equipment is operated safely, all safety guards are in place and functioning, and per the manufacturer's directions.

SECTION 3: PROPOSAL REQUIREMENTS

PROPOSER REQUIREMENTS

To be considered for evaluation, Proposer must demonstrate how Proposer meets all of the following requirements:

- Proposer has been in business for at least 5 years.
- Proposer has experience providing this service to comparable entities (eg. Large commercial or government entities).
- Proposer can provide professional references that can attest to Proposer's experience.
- Proposer can provide proof of landscape contracting business license to operate in the State of Oregon, and proof of a surety bond and liability insurance.
- Proposer can provide proof that they hold or employ an individual who holds a landscape construction professional (LCP) license.
- Proposer has reviewed and agrees to comply with the attached Exhibit A, JCLD Goods and Services Contract.

PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS

Proposal Format and Content

The intent of this RFP is to encourage prospective contractors to submit proposals which clearly communicate their understanding of the Library's needs and the services it seeks, and to demonstrate their ability to fulfill the requirements of the contract. Proposals submitted in response to this RFP must follow the format outlined below.

- Written Proposals
Proposals must be made in writing and signed by the proposer or its authorized representative.
- Submission Copies and Due Date

Proposers must submit electronic versions of their proposal to the SPC, Crystal Zastera, Operations Coordinator at czastera@jcls.org or submitted as a PDF on a flash drive mailed to:

Crystal Zastera, Operations Coordinator
Jackson County Library Services
205 S. Central Avenue
Medford, OR 97501

Proposals must be received by 5:00 p.m. PDT on Friday, October 11, 2024.

Proposals received after this time or at any other location will not be accepted.

Proposal Contents Requirements

For ease of review and to facilitate evaluation, the written proposals for this contract should be organized and presented in the following order. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposer must address each of the items listed in this section and all other requirements set forth in this solicitation.

Proposals must not exceed 25 pages. Proposals exceeding the page limit will not be considered. Note that forms attached to this RFP, resumes, and section dividers are not included in the maximum page limit.

Section 1 – Business Information

One-page cover letter which includes the following:

1. Proposer’s single point of contact Name, Phone Number, Email address
2. Summary highlighting the qualifications and special expertise to provide the services requested in the RFP.
3. Confirmation that the proposer has reviewed, understands, and will comply with all Oregon public contracting law requirements.

Section 2 – Proposal Content

- a. Qualifications and Experience
 - i. Describe your qualifications and experience in providing the services requested in this proposal.
- b. Proposed Approach and Methodology
 - i. Describe your plan to meet the requirements at the 13 branch locations across Jackson County with varying needs.
- c. Resumes of Key Personnel
 - i. Provide the names and resumes of key personnel who may be a part of the team, and any special skills they are particularly qualified to perform.
- d. Cost Sheet and Service Rates

- i. Provide detailed Cost Sheet that includes the following items:
 - 1. For each activity described in the Scope of Work, the costs must include identifiable costs, time estimates for completing each activity, and a summary of all proposed costs,
 - 2. The Cost Sheet must include separate line items for personnel, travel, supplies, other costs, and administrative and overhead charges; and
 - 3. The costs proposed must include the name and title of all positions for each individual staff person who will perform the work and list the salary/wage and fringe rate separately for each such individual.
- e. Identification of Sub-Contractors
 - i. Identify all subcontractors you intend to use for the proposed scope of work described in this RFP. For each sub-contractor listed, please indicate:
 - 1. What products and/or services are to be supplied by that subcontractor;
 - 2. What percentage of the overall scope of work that subcontractor will perform; and
 - 3. Qualifications of each subcontractor to perform the identified scope of work.
- f. References
 - i. Provide a reference list of at least three (3) current clients, three (3) former clients, and all public sector clients for which you have provided services in the last five (5) years.
 - ii. The Library may check to determine if references provided support the Proposer's ability to comply with the requirements of this solicitation. The Library may use references to obtain additional information, break tie scores, or verify any information needed. The Library may contact any reference (submitted or not) to verify qualifications and quality of previous, related work.
 - iii. The reference list shall include:
 - 1. Company name;
 - 2. Contact name;
 - 3. Contact phone number;
 - 4. Type of work done;
 - 5. Length of time the service has been provided.
- g. Disclosures
 - i. Disclose any loss of professional licenses for you or any of your key personnel or subcontractors, and related details;
 - ii. Disclose any lawsuit or any other type of proceeding (such as an arbitration) resulting from any job undertaken by you or our your subcontractors which is still pending, or has occurred on projects within the last five (5) years, and related details.

SECTION 4: PROCUREMENT PROCESS AND EVALUATION

Public Notice

The solicitation, including all Amendments and attachments, are published in the OregonBuys e-procurement system. Solicitation documents will not be mailed to prospective bidders.

District shall advertise all Amendments on OregonBuys e-procurement system. Prospective proposer is solely responsible for checking OregonBuys to determine whether or not any Amendments have been issued. Amendments are incorporated into the solicitation by this reference.

Written Questions / Requests for Clarification

All inquiries, whether relating to the solicitation process, administration, deadline or method of award, or to the intent or technical aspects of the solicitation must:

- Be emailed to the SPC;
- Reference the OregonBuys bid number;
- Identify Bidder's name and contact information;
- Be sent by an authorized representative;
- Refer to the specific area of the solicitation being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for written questions and requests for clarification identified in the Schedule.

Pre-submittal Conference

A pre-submittal conference will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is highly encouraged but not mandatory.

The purpose of the pre-submittal conference is to:

- Provide additional description of the project;
- Explain the solicitation process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the pre-submittal conference are not binding upon the District. Proposers may be asked to submit questions in Writing.

The pre-submittal conference will be held in the Adams Room at the Medford Library on September 25, 2024, at 10 a.m.

RFP Opening Date

Proposal and all required submittal items must be received by the SPC on or before Opening. All Proposal modifications or withdrawals must be completed prior to Opening.

Proposals received after Opening are considered LATE and will NOT be accepted for evaluation. Late Proposals will be destroyed.

Proposal Rejection

- The District may reject a Proposal for any of the following reasons:
 - Proposer fails to substantially comply with all prescribed solicitation procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
 - Proposer fails to meet the responsibility requirements of ORS 279B.110.
 - Proposer makes any contact regarding this solicitation with Library representatives such as Library employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
 - Proposer attempts to inappropriately influence a member of the Evaluation Committee.
 - Proposer is conditioned on District's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the solicitation or Amendment.

Public Record/Confidential or Proprietary Information

All Proposals are public record and are subject to public inspection after the Library issues the Notice of the Intent to Award. If a Proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B) and a fully redacted version of its Proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. District advises each Proposer to consult with its own legal counsel regarding disclosure issues.

If Proposer fails to identify the portions of the proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

EVALUATION PROCESS

Responsiveness and Responsibility Determination

Proposals received prior to Opening will be reviewed for responsiveness to all solicitation requirements including compliance with the Proposal Content Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-responsive Proposal. If the SPC finds the Proposer non-responsive, the proposal may be rejected, however, the Library District may waive mistakes in accordance with OAR 125-247-0470.

In accordance with OAR 137-047-0261(6)(a)(A), the Library may establish a Competitive Range of all Proposers who have made a good faith effort in submitting a proposal in response to this solicitation for the purpose of correcting deficiencies in proposals for determining responsiveness during Round 1.

At any time prior to award, the Library may reject a Proposer found to be not responsible.

Evaluation Criteria

Proposals meeting the requirements outlined in the Proposal Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a points score for each evaluation criterion listed below in this section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of proposals. A response to a clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

Description	Possible Points
Qualifications and expertise	20
Demonstrated ability to perform the services described in the RFP	25
Quality and reliability of work as verified by references	10
Safety protocol	10
Cost of services	35
TOTAL	100

PREFERENCES

The District prefers the use of sustainable practices when applicable such as the use of recycled and locally sourced materials.

Tiebreakers

If the District receives Proposals identical in cost, fitness, availability and quality and chooses to award a Contract, the District shall award the Contract in accordance with the procedures outlined in OAR 125-246-0300.

AWARD NOTIFICATION PROCESS

Notice of Intent to Award

The Library will notify all Proposers in Writing that the Library has issued an intent to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Insurance

Prior to execution of the Contract, the apparent successful Proposer shall secure and demonstrate to the Library District proof of insurance coverage meeting the requirements identified in the solicitation or as otherwise negotiated.

Failure to demonstrate coverage may result in the Library terminating negotiations and commencing negotiations with the next highest ranking Proposer. Proposer is encouraged to consult its insurance agent about the insurance requirements contained in Proposer Requirements prior to Proposal submission.

Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the Library District, or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.
- The Library will not make any payment until the Library has a properly completed W-9.

Business Registry

If selected for award, the Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals submitted in response to this solicitation become the property of the District. By submitting a Proposal in response to this solicitation, Proposer grants the District a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the intermediate procurement process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

CANCELLATION OF SOLICITATION; REJECTION OF PROPOSALS; NO DAMAGES.

Pursuant to ORS 279B.100, the District may reject any or all Proposals in-whole or in-part, or may cancel this solicitation at any time when the rejection or cancellation is in the best interest of the District, as determined by District. The District is not liable to any Proposer for any loss or expense

caused by or resulting from the delay, suspension, or cancellation of the solicitation, award, or rejection of any Proposal.

COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

LIST OF EXHIBITS

EXHIBIT A JCLD GOODS AND SERVICES CONTRACT

EXHIBIT B ADDITIONAL LOCATION DETAILS (13 BRANCH LOCATIONS)

Exhibit A

**JACKSON COUNTY LIBRARY DISTRICT
CONTRACT FOR PERSONAL SERVICES – CONSULTING SERVICES**

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

1. CONTRACTOR’S INFORMATION

NAME: _____

ADDRESS: _____

CITIZENSHIP: _____

Non-resident alien: Yes No

Federal Tax ID 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 following rates: _____ per hour for consulting services.

Payment for all work performed under this contract SHALL NOT EXCEED THE MAXIMUM SUM of \$ ____00.00.

- 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 reimbursable and other expenses. 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 Director or her designee 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. Billing statements will include fees and costs from the first of the month to the end of the month. 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: **Jackson County Library District, Attention: Accounts Payable, 205 S. Central Ave., Medford, OR 97501.**
- d. Payment and any protest shall be made within 30 days of receipt of the billing statement.

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on _____ and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on _____, or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. 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. This Contract may be extended, if agreed upon by both parties in writing.

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. 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 below in paragraph 24.
- 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 or No-Cause. This contract may be terminated at any time by mutual consent of both parties or upon 30 days' written notice by either party.
- b. 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.
- c. 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. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a or b 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, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, 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 (as 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.

15. 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.

16. INSURANCE

Contractor shall at its own expense provide the following insurance:

Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 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.
- c. 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.
- d. 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.

Notice of cancellation or change. There shall be no cancellation, 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. NOTICE

Notices required by this contract must be given in writing by personal delivery or mail, at the following addresses, unless some other means or method of notice is required by law.

Jackson County Library District
205 S Central Ave
Medford, OR 97501

Each party will notify the other of any change of address.

22. 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.

23. CERTIFICATIONS/REPRESENTATIONS:

Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID 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 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, it 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:

Contractor (Date)

By:
Its:

Jackson County Library District (Date)
By:
Its:

Approved as to legal sufficiency

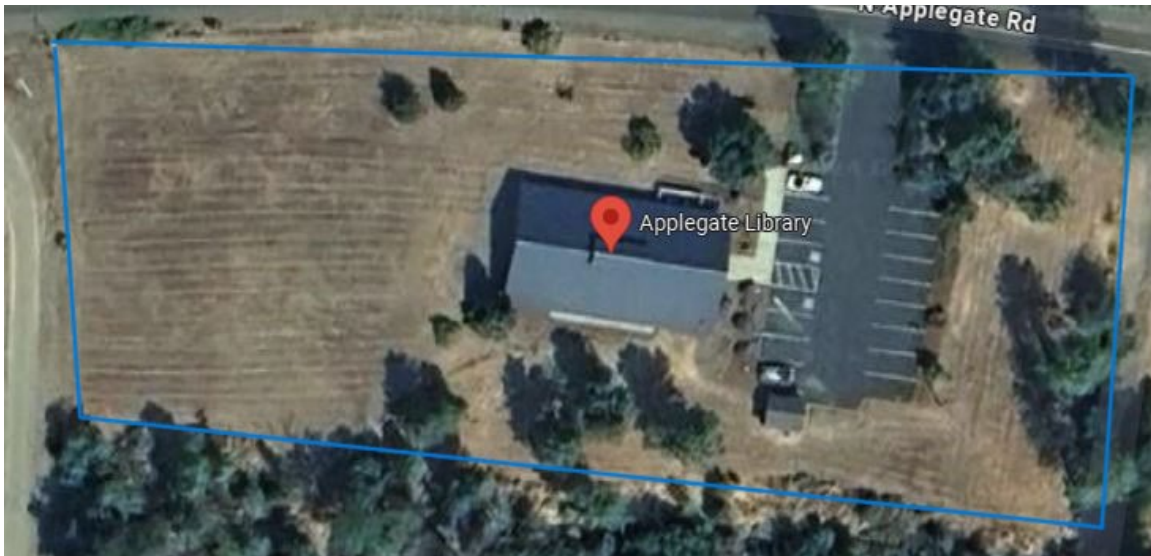
Exhibit B

Applegate Library

Address: 18485 N. Applegate Rd. Grants Pass, OR 97527

Size: Roughly 1.5 acres of leased land with a 2,850 square foot single story building.

Notes: Water comes from a well. The Library has plans to improve the patio area which will include additional plantings and irrigation.



Ashland Library

Address: 410 Siskiyou Blvd. Ashland, OR 97520

Size: 0.75 acres of leased land with a 22,655 square foot multi-story building.



Butte Falls Library

Address: 626 Fir Ave. Butte Falls, OR 97522

Size: 0.34 Acres of owned land with a 1,276 square foot single story building.



Eagle Point Library

Address: 239 W. Main St. Eagle Point, OR 97524

Size: 0.56 acres of owned land with an 8,515 square foot single story building.

Notes: There is a gated patio located at the rear of the building with plantings and irrigation.



Gold Hill Library

Address: 202 Dardanelles St. Gold Hill, OR 97525

Size: 0.51 acres of owned land with a 4,982 square foot single story building.

Notes: There is a gated patio with plantings.



Jacksonville Library

Address: 340 W. C St. Jacksonville, OR 97530

Size: 0.74 acres of leased land with a 5,646 square foot single story building.

Notes: There is a gated patio with plantings.

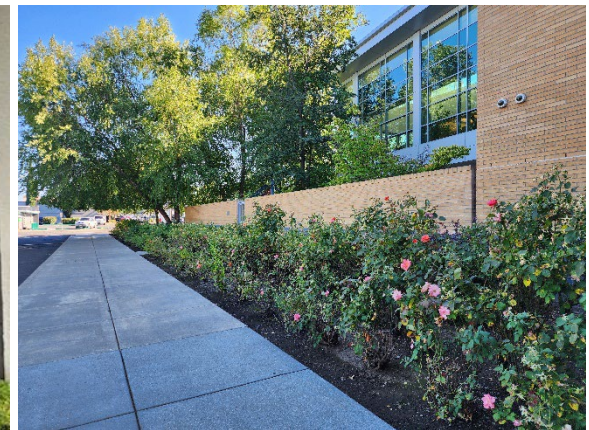
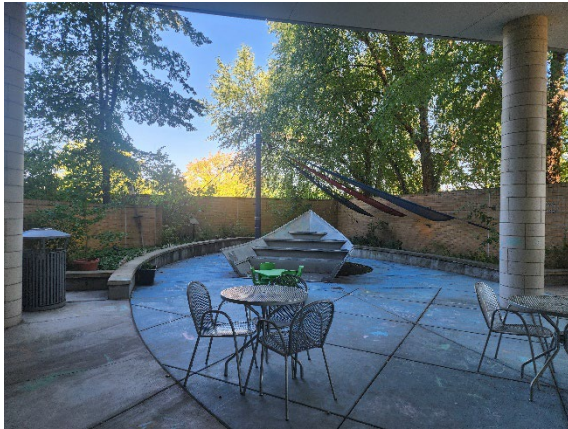


Medford Library

Address: 205 S. Central Ave. Medford, OR 97501

Size: 1.78 acres of owned land with an 83,191 sq/ft two story building.

Notes: There are two gated garden areas that need seasonal maintenance.





Prospect Library

Address: 150 Mill Creek Dr. Prospect, OR 97536

Size: Roughly 0.50 acres of leased land with a 2,400 square foot building.

Notes: Water comes from a well that is shared with the school and a private residence. The school maintains the well.



Rogue River Library

Address: 412 E. Main St. Rogue River, OR 97537

Size: 1.24 acres of owned land with an 11,460 square foot single story building.

Notes: There is a gated garden area with plantings and irrigation.



Ruch Library

Address: 7919 HWY 238 Jacksonville, OR 97530

Size: 3.01 acres of owned land with a 5,646 square foot single story building.

Notes: Water comes from a well.



Shady Cove Library

Address: 22477 HWY 62 Shady Cove, OR 97539

Size: Roughly 0.50 acres of leased land with a 5,646 single story building.

Notes: Water comes from a shared well with City Hall. There is a history of the well going dry due to heavy water use. The Library has plans to replace the landscaping with more drought resistant plantings and to update the irrigation system.



Talent Library

Address: 101 Home St. Talent, OR 97540

Size: 0.31 acres of owned land with a 7,068 square foot single story building.



White City Library

Address: 3143 Avenue C White City, OR 97503

Size: 1.23 acres of owned land with a 6,640 square foot single story building.

Notes: The landscaping was updated within the last few years. There is a gated patio area with plantings and irrigation.

