

ATTACHMENT C:

**JACKSON COUNTY LIBRARY DISTRICT
CONTRACT FOR GOODS & SERVICES**

BASED UPON the proposal submitted in response to the Request for Proposals (RFP) for E-rate Services, as issued by the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called "District", and _____, hereinafter called "Contractor" hereby enter into a contract for the purchase of goods and services in accordance with the specifications and proposal provided.

1. CONTRACTOR'S INFORMATION

NAME: _____

ADDRESS: _____

CITIZENSHIP: _____

Non-resident alien: Yes No

Federal Tax ID Number: _____

(Contractor must provide 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 B – Scope of Services: Contractor's Proposal dated _____.

3. COMPENSATION

- a. Compensation. Contractor shall provide materials and services stated in the pricing and discount schedules as show in Contractor's Proposal, Exhibit B. District will pay for materials and services upon delivery and acceptance, if satisfied, in District's sole discretion.
- b. Invoices. Payments shall be based upon Contractor's invoices submitted to District, detailing the order's fees and costs, as specified in Exhibits A and B. Billings shall be sent to Jackson County Library District, Attention: Accounts Payable, 205 South Central Avenue, Medford, OR 97501.
- c. Payments.
 - i. District will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice, materials or services. If there are no such disputes, District shall pay the invoice amount in full

within thirty (30) days of invoice date.

- ii. If District fails to make any payment due Contractor for materials and services within thirty (30) days of the date on Contractor's invoice, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on **July 1, 2026**. Unless earlier terminated or extended, this contract shall expire on **June 30, 2029** 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. At the District's discretion, this contract may be extended with voluntary 1-year contract extensions up to two additional years, starting on July 1 and ending on June 30 of each funding year for recurring services.

5. CONTRACT DOCUMENTS

This contract between the parties consists of this Contract for Goods and Services, Request for Proposals (**Exhibit A**), Contractor Proposal - Scope of Work (**Exhibit B**), and Oregon Public Contracting Requirements for Goods and Services contracts (**Exhibit C**), which contain all the terms and conditions of the contract. In the case of a conflict, terms of this Contract shall prevail, followed by Exhibit C, then Exhibits A and B, in that order.

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 below in paragraph 25.
- 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. 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 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, 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 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. REMEDIES

As required by ORS 279B.060(2)(h), the District must specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this Contract. Those consequences may include, but are not limited to:

- a. Reduction or withholding of payment under this Contract;
- b. JCLD's right to require Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by this Contract; and
- c. District's rights, which District may assert individually or in combination, to declare a default of the resulting Contract, to terminate the Contract, and to seek damages and other relief available under the Contract or applicable law.

14. 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.

15. 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.

16. 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.

17. 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.

18. WARRANTY

Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials and services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by District shall not alter or affect the obligations of Contractor or the rights of District.

19. 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, contractors, employees, and volunteers 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.
 - ii. **General Liability** insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$5,000,000. It shall include contractual liability coverage for the indemnity provided under this contract.
 - iii. **Network Security and Privacy Liability** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by District or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for JCLD or on behalf of JCLD hereunder. The policy shall include coverage for third party claims. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement.
 - iv. **Technology Errors & Omissions Insurance** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.
- 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. As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract.
- e. Additional Insured. Contractor shall name Jackson County Library District, and its elected officials, officers, agents, employees, and volunteers as Additional Insureds on all insurance policies required herein, except Worker's Compensation, 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.

20. 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.

21. 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.

22. 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.

23. EXECUTION AND COUNTERPARTS

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

24. PRIOR APPROVAL REQUIRED

Approval by the Jackson County Library District's Board of Directors is required before any work may begin under this contract.

25. 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 South Central Avenue
Medford, OR 97501

Contractor Name
Contractor Address
Contractor City State Zip

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

26. 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.

27. 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:

CONTRACTOR

Contractor (Date)

Title: _____

JACKSON COUNTY LIBRARY DISTRICT

Board President (Date)

Approved as to legal sufficiency:

Jacquelyn Bunick (Date)