



**Department of County Management
Central Finance**

**Request for Qualifications
4000003744**

for

**Municipal Financial Consulting and Advisory Services
(Reissue)**

June 5, 2015

PROPOSALS DUE: June 19, 2015

Proposals by email [to gerald.e.jelusich@multco.us](mailto:gerald.e.jelusich@multco.us)

Submit Proposals to the Attention of:

Multnomah County
Department of County
Management
Attention Gerald Jelusich
gerald.e.jelusich@multco.us

Refer Questions in Writing to:

Multnomah County
Department of County
Management
Attention Gerald Jelusich
gerald.e.jelusich@multco.us

The last day for questions is June 12, 2015

ELECTRONIC SUBMISSION OF PROPOSALS IS REQUIRED

Department: Department of County Management
Division: Central Finance
RFQ No.: 4000003744
Title: *Municipal Financial Consulting and Advisory Services*

INTRODUCTION

The Central Finance Division of the Multnomah County Department of County Management is responsible for managing the issuance of debt, including general obligation, appropriate and selected revenue bonds, full faith & credit obligations, and certain capital lease purchases. The purpose and intent of this Request for Qualifications (RFQ) by Multnomah County is to solicit proposals from qualified firms to establish a contract for Financial Advisory Services through a modified competitive process. The financial advisor will assist the County in the financial analysis, structure and placement of debt financed projects, manage the debt financing process, and relevant tasks described in the scope of services. The Proposer will serve solely the interests of Multnomah County. The County's Financial Operations and Discretionary Investments are outside of the scope of this solicitation and are not included in this consulting services request for qualifications.

Multnomah County is home to approximately 756,630 residents, making it the most populous county in the State of Oregon. Multnomah County is governed according to its Home Rule Charter. The County's legislative body, the Board of County Commissioners, is composed of four non-partisan County Commissioners elected from geographical districts and the County Chair, which is elected at large and serves as both chief administrator and legislator. There are 41 governmental districts located wholly or partially inside Multnomah County. Overlapping districts share a tax base, infrastructure and services with Multnomah County. Under the Home Rule Charter, Multnomah County's primary functions are public safety, health & human services, bridges/roads, transportation planning, elections, animal services, land use planning, and other general government services.

Direct Resources budgeted for fiscal year 2015 totaled \$1.35 billion. Intergovernmental revenues constitute the largest County revenue source at \$422.7 million (31.2%) and tax the next largest revenue source which includes property tax, business income tax, motor vehicle tax, transient lodging tax, and county gas tax. Tax collections were budgeted at \$380 million for fiscal year 2015. Taxes revenue constitutes almost 74% of all County general fund revenues.

Multnomah County uses long and short-term debt to finance capital projects. As of fiscal year ending 6/30/2014 Multnomah County has six outstanding debt issues, two capital leases, and one loan totaling \$318.4 million. General Obligations Bonds \$17.7 million, Pension Obligation Bonds \$122.6 million, and Full Faith & Credit Obligations \$178.1 million. Moody's rates the County General Obligation debt at Aaa, Full Faith & Credit at Aa1 while Standard & Poor's assigns a comparable AA rating. Both rating agencies have noted that the County has a stable financial outlook.

Additional financial information which includes the County debt issues, adopted budget and Comprehensive Annual Financial Report (CAFR) may be found at:

Debt Issues- <https://multco.us/finance/debt-issues>
Proposed and Adopted Budgets - <https://multco.us/budget>
CAFR - <https://multco.us/finance/financial-reports>

Future Capital Projects:

Health Department Headquarter Building – The County, in partnership with the City of Portland, is constructing a new Health Department headquarters facility in downtown Portland. The project is expected to cost \$46 million of which an estimated \$13.2 million is to be funded with additional debt issuance. Preliminary work is ongoing with ground breaking expected in late fiscal year 2015 or in fiscal year 2016.

Downtown Courthouse Replacement – The County plans to replace its central Multnomah County Courthouse. The 2013 legislature authorized the State of Oregon to contribute \$15 million to the project in the 2013-15 bienniums. The project is currently estimated to cost in excess of \$200 million. It is anticipated the State of Oregon will ultimately contribute 50% of project costs with the remaining balance being funded by additional debt issuance and other sources. In FY15, work is progressing to evaluate project delivery methods, identify a building site for construction and select the Architect & Engineer and Construction Manager/General Contractor to complete the design and build team.

SCOPE OF WORK

The selected financial advisor will be required to perform the following services:

1. Advise the County on general market conditions and outlook for financing including, but not limited to, new series of bonds, refunding bonds, analysis of tax exempt versus taxable financing, and new financing products.
2. Review existing County revenue sources, budgetary practices/policies, and debt commitments to determine potential impacts on the proposed financing and make appropriate recommendations to the County's financing staff. Analyze financial implications of bond or other debt obligation offerings on County and on ratepayer or taxpayers.
3. Assist the County in acquiring financing for capital projects and capital improvements.
 - a. Provide analysis and recommendations as to a plan of financing such as public offerings, negotiated sales, or direct bank loan financing.
 - b. Provide analysis and recommendations for debt service schedule objectives.
 - c. Provide analysis and recommendations related to the type of debt financing such as obligation bonds, revenue bond issues, or other types of appropriate financing options.
4. Review and recommend structuring options for bonds or obligations as appropriate (e.g. redemption, provisions, maturity schedules, bid parameters, and other), and advise County on timing and other considerations for achieving an optimal financing plan.
5. Assist County in selecting a method of sale that minimizes the cost to taxpayers and achieves County financing goals.
6. As appropriate, prepare and circulate request for proposals to potential purchasers of the bonds other debt obligations and assist County in selecting a provider for such services.
7. Meet with County Commission members, bond counsel, and other as appropriate to review financing options for County and discuss and assess potential financing arrangements deemed desirable by County.
8. Prepare with County and its contracted bond counsel, resolution, loan agreement, indentures, official statements, memoranda and other documents, appropriate for use in the sale of bonds and other debt obligations. Financial advisor will assist County to assure documents, such as the offering documents and notice of sale, are made accessible pursuant to state and federal regulations.

9. Prepare credit profiles and assist County in making presentations to rating agencies, bond insurance companies, financial institutions, and investors with respect to bond or other debt obligations. The County is currently rated by Moody's Investment Services and Standard & Poors.
10. Manage competitive or negotiated sale process. Schedule the sale of the obligations and coordinate advertising and all other activities that normally procedure such a sale. Should the bonds or other debt obligations be sold in a negotiated arrangement, financial advisor will assist County in negotiating the interest rate and fees associated with the transaction and coordinate closing details. Should the method of sale be performed through a competitive bid process, Financial advisor will assist County in soliciting and verifying bids on the date of sale and coordinating closing details.
11. In the event of a negotiated sale, the Financial Advisor may not serve as the underwriter or purchaser of the bonds. In the event of a public offering, the Financial Advisor may not serve as the underwriter or purchaser of the bonds without the written consent of the County.
12. Assist the County in selecting Payment Agent and other services required to monitor the bonds or other debt obligations.
13. Assist the County's Bond Counsel in arranging the closing and finalizing documentation for the form of sale selected.
14. When appropriate, financial advisor will analyze and make recommendations as to the potential of any positive refinancing opportunities that may be available based on the County's current outstanding debt.
15. Assist the County with tax reporting issues as requested.
16. Advise County as needed on matter related to financial planning, debt management, other related topics (e.g. revising capital improvement plans, revising financial policies, compliance, debt disclosures, etc.)
17. Provide advice on statutory and regulatory changes proposed and or imposed by State of Oregon, US Treasury, SEC, IRS, or other regulatory agencies.
18. Provide assistance and, when appropriate, training to Multnomah County staff to enhance the County capacity to management through a variety of bond-related activities.

SPECIAL CONSIDERATIONS

1. Conflicts of Interest
Proposers must certify that no actual or potential conflicts of interest exist at the time of submittal of their proposal, or if conflicts or potential conflicts do exist, they must be disclosed. Multnomah County will require its financial advisor to disclose any actual or potential conflict of interest that may arise during term of agreement. This certification is a part of the Representations and Certifications form – see *RFQ Attachment 1*.

The selected financial advisor will be required to agree to refrain from any underwriting or trading of Multnomah County debt during the term of the agreement.

2. Bond Counsel
Multnomah County currently has a contract with Hawkins Delafield & Wood LLP for bond counsel services. The financial advisor will be required to the extent practical/applicable to coordinate their advice and services with the County's bond counsel services.

PRIMARY ADMINISTRATOR

The services provided by the financial advisor will be coordinated through the County's Chief Financial Officer or their designee.

MINIMUM QUALIFICATIONS

Financial advisors submitting proposals must meet or exceed the following criteria:

1. Be a registered financial advisor as defined and regulated by the Securities and Exchange Commission (SEC), be able to register in the State of Oregon, and whose primary business is municipal financial advisory services. Certify to this in your proposal response.
2. Firm must hold all necessary licenses and authorizations to offer financial advisory services for municipal debt in the State of Oregon. Attach to your proposal or provide registration numbers for us to verify.
3. Be familiar with all applicable Oregon statutes and Federal regulations with regard to municipal financial advisory services. Discuss in your proposal response.
4. Firm must be current and in compliance with all filing requirements of the Municipal Securities Rulemaking Board (MSRB Rules G37). Certify to this in your proposal response.
5. As required by MSRB Rule G23, financial advisor cannot participate as the lead underwriter or as a member of an underwriter syndicate for any transaction on which the respondent is acting as the financial advisor. Acknowledge this in your proposal.
6. The financial advisory firm must have served as the primary municipal advisor to a minimum of five local or regional government issuers within the past three years. Financial advisory firm (or its principal advisors) must have a minimum of five years experience. Discuss in your proposal response.

METHOD OF CONTRACT OFFER

It is anticipated that one contract will be offered. Additional contracts may be offered to respondents to this RFQ at any time during the life of this solicitation at the County's discretion.

ESTIMATED PURCHASES

The County does not guarantee that any minimum amount of services will be purchased. Historical use of consultants for services falls between 60 to 80 hours per year, excluding debt issue expenses and special projects. Actual utilization of services is subject to increase or decrease over the life of the resulting contract and there is no guarantee of the number of hours the County will utilize.

CONTRACT FORM

The Proposer awarded a Contract under this RFQ will be required to execute a Multnomah County Services Contract, a sample of which is attached to this RFP as Solicitation Attachment 2. Carefully review the terms and conditions of the Contract. Work statement and additional terms will be added based on the qualifications submitted and the negotiation of final terms. Additional Contract terms related to this procurement, if any, are set out below in the section entitled Special Contract Terms and Conditions. Any deviations from the sample contract terms provided must be addressed in the proposal and clearly indicated as proposed changes to the Sample County Services Contract. Contract exceptions submitted are subject to negotiation and County acceptance to be included in the final contract.

If Proposer has any exceptions to the contract terms and conditions, they must be stated in the proposal, as *Proposal Attachment 1* to their proposal (this will not count against page limitation). Overall ranking will be adjusted, depending on the number of proposed changes or exceptions as follows:

- Proposer has no exceptions to Sample contract terms and conditions – no ranking adjustment
- Proposer offers up to three exceptions to sample contract terms and conditions – loss of one ranking position.
- Proposer offers more than three exceptions to sample contract terms and conditions – loss of two ranking positions.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in Exhibit 2 of the Services Contract. Please review these requirements carefully.

TERM OF CONTRACT

The initial term of the contract will be for three years from the date awarded contract is executed. At Multnomah County's discretion, the contract may be renewed for up to four additional one year terms. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal periods will be subject to the mutual agreement of both parties.

CONTRACT NEGOTIATIONS

Multnomah County will initiate contract negotiations with the responsive and responsible proposer with the proposal having the best fit. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with another responsive and responsible proposer. This process may continue until a contract agreement is reached.

MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

Respondents must meet the following minimum requirements in order to be considered qualified:

1. Proposals must be received by the date indicated on the cover of this document. Late proposals will not be accepted. This will be substantiated by the email time and date header.
2. Proposals must be in Pdf format.
2. Respondents must respond to the Proposal Questions included in this RFQ and follow the order of the questions, listing first the question number and then the response. Respond to each question fully. Do not respond to questions by referral to another answer. Failure to respond to any or all parts of the Qualification Responses may result in disqualification of proposal by the County.
3. A single Proposer may submit only one proposal. We will not consider multiple or alternate proposals from the same Proposer.

EVALUATION PROCESS

An evaluation review committee will be appointed to review the proposals received. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in measuring the relative merits of each proposal. Proposals will be reviewed based on the criteria described in the solicitation and including general firm structure and expertise, plans for providing services, responsible business practices, training offered and fee structures.

Weighting have been provided for each area to convey our assessment of the relative importance of each area. Reviewers will assign an order of preference to each proposal, based on the assignment of points to each proposal. Only the assigned order of preference by each Evaluator will be shared with the CFO for final consideration.

During the evaluation process, the County reserves the right to require any clarification or to change its needs in order to understand the Proposer's view and approach to the scope of the work. Additionally, a short list of the most preferred Proposers may be requested for oral interviews **(tentatively scheduled for July 7&8th)** if deemed necessary. The purpose of the Orals would be to clarify the content in the proposals and discern the intent of the Proposers. If orals are held, the Evaluators would use the same evaluation criteria as used in the Written Evaluation. At the completion of orals, the evaluators would reassign their order of preference based on their new understanding of the submitted proposals and provide their final recommendations to the CFO.

Final evaluator recommendations, based on the review of the written proposals and orals, if any, will be provided by the evaluation team to the Multnomah County CFO, who will consider the recommendations and make the final selection decision. The final decision shall not be protestable. Award decision will be extended on or after July 10, 2015.

This solicitation is being conducted under a Public Contracting Review Board (PCRB) exception as defined in the PCRB rules of Multnomah County 47-0288(5) and is not subject to competition and protest as defined in those rules.

PROPOSAL ORDER

Submit proposals in the following order and format:

- Part 1. Proposers Representations and Certifications Form – SIGNED!
- Part 2. Cover Letter – 1 PAGE
- Part 3. Qualification Responses
- Proposal Attachment 1: Exceptions to Contract terms and conditions
- Proposal Attachment 2: List of supporting documents

All proposals should be typed and single spaced, with font size no smaller than 10 point. Proposal pages shall be numbered consecutively. Proposers are to submit the Offeror's Representations and Certifications Form (Attached to this RFQ), and it shall be included as the first page in the proposal but need not be numbered or included as part of the number of pages. A cover letter is required and shall not be longer than one page and shall not be numbered or included as part of the number of pages. A title page, contents page, and any supplemental attachments required by the County are not to be numbered or included in the number of pages. Additional supplemental information may be

included in Proposal Attachment 2. They may include any or all of the following; resumes of key personnel, sample reports, etc. There is no limit on the number of pages, but the County will look to proposers to provide all answers and information in as clear and succinct length and language as possible. The County reserves the right to truncate responses as necessary to facilitate review.

QUALIFICATION RESPONSES

Organizational Information (10 Points)

Briefly describe the evolution of your firm including the date founded, ownership, and any subsidiary relationships. Provide audited financial statements for the past two years and a current interim financial statement. If your firm is privately held and does not produce audited statements, unaudited will be acceptable.

Please provide:

1. Business account representative (name, phone and email address)
2. Project Manager assigned, if applicable
3. For staff assigned, include resumes
4. Description of all services provided by your firm and any technical/professional support resources.

Evaluation Criteria:

Proposer is able to demonstrate sufficient structure to the firm in order to establish a history of reasonably stable operations and ownership. Subsidiary relationships do not represent a conflict of interest and are complimentary to the County's work. Financial statements illustrate sound financial management practices and positively reflect the ongoing work of the proposer.

Industry Experience, Qualifications, and Professional Competence (30 Points)

Describe your firm's expertise and experience in providing Consultation and advisory services within the scope of work described for this solicitation. If applicable, please describe methodology used to accomplish the task and describe the resulting work products.

Please provide:

1. List your most recent financial advisory relationships in the last 3-5 years, include the names, addresses, and phone numbers of contact persons. Briefly describe the work performed
2. Briefly describe your firm's experience in the last 3-5 years providing general consultation services to governments similar in size and work scope to that of Multnomah County.
3. Please provide a recent representative example of a municipality's official statement for which you acted as the financial advisor.

Evaluation Criteria:

Proposer addresses all of the major functions described in the scope of work section and provides pertinent examples of commitment, demonstrated knowledge and experience of the firm to provide all requirements.

Plan for Providing Services (20 Points)

Describe your firm's methodology and plan for providing services to Multnomah County. Include regular and ongoing services offered as well as the firm's capacity to accommodate special projects.

If more than one plan of action is available for the County, define your firm's preferences for a government of our size and detail the factors you would use to go about determining the best recommend plan.

Evaluation Criteria:

Proposal demonstrates a clear plan and methodology or provides flexibility for multiple options. Plan includes factors that ensure the overall strategies county business needs and values.

Training and Technical Assistance (5 Points)

Describe the areas of training and technical assistance available from your firm and how those services will be offered for relevant County staff.

Evaluation Criteria: Proposer has a robust training offering that will meet the needs of relevant staff initially, ongoing and as needed.

Cost Analysis (25 Points)

Provide a rate proposal and structure, disclosing all costs and fees. If more than one pricing option is proposed, or if there is an hourly consultation rate that varies with the type of consultant staff necessary, please clearly segregate and label the costs. Please provide the pricing schedule that will be used to charge Multnomah County for municipal advisory services provided in the following areas: For Bond Transactions:

- a) General Obligation Bonds
- b) Full Faith & Credit Obligations
- c) Revenue Bonds
- d) Bond Refunding
- e) Placement of bonds or obligations directly to bank
- f) Services provided that cannot be allocated directly to bonds or obligations issued by the County
- g) If the firm proposes that Multnomah County bear the costs of incidental expenses (e.g. travel expenses), clearly state what type of incidental expenses Multnomah County will be expected to pay.

Evaluation Criteria

Proposer provides a reasonable costing plan and indicates competitive fees for the categories of service (a-h above) demonstrating overall costing that is in line with industry charges to governmental organizations.

Responsible Business Practices (10 Points)

As a part of responsible business practices, Multnomah County is interested in how the organizations we do business with attempt to provide inclusive employment and advancement practices to all the members of the community. Describe how your specific efforts to expand opportunity to all members of our Community through your hiring, promotion, subcontracting, mentoring and other organizational efforts.

Evaluation Criteria:

Proposer is able to articulate and describe in detail their efforts to ensure that all members of our community are offered opportunity to participate and contribute to the success of the organization and their customers.

PROPOSAL CHECKLIST

<i>Proposal Items in Order</i>	<i>Complete</i>
Signed and completed PROPOSER REPRESENTATIONS AND CERTIFICATIONS – Use as the cover page of your proposal.	
COVER LETTER – 1 page	
QUALIFICATION RESPONSES – No page limit	
Proposal Attachment 1 – Exceptions to Contract Terms and Conditions If none, so state. Otherwise, cite exceptions and reasoning for exception.	
Proposal Attachment 2 – List of Supporting documents (if any)	

INSTRUCTIONS TO PROPOSERS

A. SPECIAL CONDITIONS Where special conditions are written in the RFQ, these special conditions shall take precedence over any conditions listed under the "Contract Terms and Conditions".

B. COST OF PROPOSAL Responses to this RFQ do not commit the County to pay any costs incurred by any proposer in the submission of a proposal. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

C. CLARIFICATION OF SPECIFICATIONS Any proposer requiring clarification of information must submit specific questions in writing to the contact person named on the cover sheet of this RFQ by June 12, 2015. Submit questions via Email.

D. ADDENDUM Any change to this RFQ shall be made by written addendum. The County is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum.

E. CANCELLATION Multnomah County reserves the right to cancel this RFQ solicitation or offer of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of offers.

F. REJECTION OF PROPOSAL Multnomah County reserves the right to reject any or all responses to this RFQ.

G. LATE PROPOSAL Late proposals will not be accepted and will be returned to the proposer unopened. Late proposals shall be determined by the date/time header on the email sent with your Proposal attached.

H. DISPUTES In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of Multnomah County shall be final and binding upon all parties.

I. CLARIFICATION OF RESPONSES Multnomah County reserves the right to request clarification of any item in a proposal or to request additional information necessary to properly evaluate a particular proposal. Requests for clarification and responses shall be in writing. Requests for clarification and responses shall be provided to each evaluation committee member, except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements.

J. CONFIDENTIALITY Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it “should reasonably be considered confidential.”

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word “CONFIDENTIAL.”

If a Proposer marks every page of a proposal as “CONFIDENTIAL”, the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence, and upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

K. PUBLICITY Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County.

L. CONFLICT OF INTEREST CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer’s entire organization, including parent company, sister companies, affiliates, and subsidiaries. In

addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

M. COLLUSION A proposer submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

N. MWESB PARTICIPATION Multnomah County strongly encourages the participation of Minority, Women and Emerging Small Businesses in this and all County projects, programs and services.

O. EEO CERTIFICATION REQUIREMENT PCRB Rule 60-0040 requires that all contractors furnishing goods and services to the County in excess of \$75,000 are subject to the County's Equal Employment Opportunity (EEO) requirements, and will comply with EEO terms of the Services Contract attached to this RFQ.

P. REFERENCES The County reserves the right to investigate proposers' record of performance beyond references listed in the proposal. Investigation may include past performance of any proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

Q. PRE-AWARD RISK ASSESSMENT Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract.

R. LOCAL PURCHASING PREFERENCE Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

S. ELECTRONIC PAYMENTS It is Multnomah County's policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearinghouse or by credit card via ePayables.

SOLICITATION ATTACHMENT 1
PROPOSER REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: _____

ADDRESS: _____ City, State, Zip

TELEPHONE NO: _____

STATE OF _____ DATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S. Corporation Non-Profit Government
 Other: _____

OREGON MWESB CERTIFICATION NUMBER: _____ Minority Owned Woman Owned Emerging, Small N/A

ASSURANCES - The Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Proposer is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, in accordance with ORS 279A.110;
4. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b);
5. Any false statement may disqualify this offer from further consideration or because of contract termination; and
6. The Proposer will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

7. Attests to compliance with applicable Oregon tax laws or that of a political subdivision of this state as described in HB2617.

CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor’s or Consultant’s objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

SOLICITATION ATTACHMENT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: SAMPLE CONTRACT DO NOT COMPLETE

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [insert contractor name] ("Contractor"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: [insert]
 CITY, STATE, ZIP: [insert]

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [insert date] or the date on which all parties have signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [insert date].

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Work").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

[Guidance: Below is the recommended format for detailing any exhibits to the contract. Exhibits 1-11 are established and may not be re-numbered/re-named. Exhibit name and number indicated below must match the name and number on the corresponding exhibit. Exhibits not used and out of sequence must be noted as intentionally omitted.]

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor
4	Worker's Compensation Exemption Certificate
5	NOT USED
6	Invoice/Budget Forms
7	Criminal History Background Authorization (If needed)
8	Accounts Payable Electronic Payment Authorization
[Insert As Needed]	[Insert additional exhibits as needed]

Attachments

[Guidance: Below is the recommended format for detailing any attachments to the contract. Attachment H is established, and may not be re-lettered/re-named. Attachment name and letter, indicated below, must match the name and letter on the corresponding attachment.]

Attachment Letter	Description
H	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement
[Insert As Needed]	[Insert additional attachments as needed]

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: SAMPLE CONTRACT DO NOT COMPLETE

CONTRACTOR SIGNATURE

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: _____

Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County 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, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding section 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to section 5, payment shall be made as follows:
 - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the Parties shall have the following remedies:
 - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
 - b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.
9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.
11. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.

18. **EEO Compliance.** Contractor agrees that if, at any time under the term of this contract, it has employees and will earn more than \$75,000 as a result of this contract, Contractor will not:
- a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
19. **Non-appropriation Clause.** If payment for Work under this Contract extends into the County's next fiscal year, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.
-

**Department of County Assets
ADDITIONAL TERMS AND CONDITIONS**

1. Project Management
Contractor will provide detailed status reports to County as reasonably necessary to keep County updated as to the status of the project.
2. Assignment of Personnel
 - a. Contractor will assign to County only personnel who are authorized to obtain employment in the United States and who, in Contractor's judgment, have the training, competence, and interpersonal skills necessary to perform the services required by County.
 - b. In the event County is dissatisfied with any assigned personnel, it may request other personnel and Contractor will assign new personnel to County within three (3) business days from its request. In such event, Contractor will not invoice County for any costs in connection with the time worked by the nonqualified personnel whose removal has been requested.
 - c. In the event the time worked by Contractor's nonqualified personnel is two (2) weeks or greater, and Contractor is able to assign a suitably qualified replacement in the time allotted herein, Contractor will not invoice County for the first two (2) weeks of the qualified replacement personnel's service to offset County's cost of training another Contractor employee.
 - d. If Contractor is unable to assign another competent and appropriate person to County within the allotted time, County may, by written notice, immediately terminate the work under which the services were being provided without further obligation by either party.
3. Nonexclusive Contract and Ability to Perform
 - a. The Contract is nonexclusive. County is not Contractor's only client and Contractor will continue to provide services to other clients. Contractor is not County's only provider for the services contracted for herein and County will continue to use other providers for the same or similar services.
 - b. Contractor represents to County that Contractor's other contractual commitments do not prevent or restrict it from fully performing the Work Product to be provided under this Contract.
4. Confidentiality
 - a. "Confidential Information" means any information about the parties and/or their affiliates and subsidiaries that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, third parties. Without limiting the generality of the foregoing, Confidential Information includes all non-public information about the parties and their employees, parents, affiliates, and subsidiaries, their business activities and plans, their business relationships, and exclusively to County, information concerning criminal records, medical treatment, and claims, or any other information deemed "personally identifiable information" or "personal data" under applicable law, and any information regarding County's internal business processes, technology, software usage, or any other non-public County information derived by or made accessible to Contractor's employees as part of the services performed for County.
 - b. The parties acknowledge and agree that all Confidential Information disclosed by them pursuant to the Contract, or made accessible as part of the Work, is confidential and proprietary. The parties will not use any Confidential Information during the term of the Contract or thereafter for any purpose other than as permitted or required for the performance of their obligations under the Contract. The parties will not disclose or provide any Confidential Information to any third party, except as expressly authorized in writing. Further, the parties will not remove or destroy any proprietary markings on the Confidential Information. On the expiration or termination of the Contract for any reason, Contractor will, within a reasonable time, return or destroy, at County's

request, all of the Confidential Information, in any form whatsoever, in Contractor's possession or otherwise under its control.

- c. The foregoing obligations and restrictions do not require the parties to protect any information that (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either party; (iii) is lawfully disclosed to either party by a third party who is under no obligation of confidentiality to either party with respect to such information; (iv) is developed independently by either party without reference to or use of the Confidential Information; or (v) is required to be disclosed by law or to a government authority.
- d. Disclosure by either party of Confidential Information to its employees, agents, affiliates, subsidiaries, sub-contractors, and consultants is authorized only to the extent such disclosure is necessary to enable the performance of its obligations under the Contract. The parties will exercise a high standard of care necessary to ensure that such persons will protect the confidential and proprietary nature of the Confidential Information. If requested, a Party will demonstrate to the other Party that their employees, agents, affiliates, subsidiaries, sub-contractors, and consultants are obligated to protect third party confidential information from unauthorized disclosure.
- e. The parties will instruct their personnel to maintain the confidentiality of any Confidential Information and shall require that its personnel agree in writing substantially as set forth above in this Section 11.
- f. The confidential obligations outlined in this Section 11 shall remain in effect throughout the term of the Contract and shall continue for two (2) years following the termination or expiration of the Contract, or such longer period as required by applicable law.

5. Business Associates.

The parties agree that should the Contractor responsibilities set forth in this Contract cause Contractor to create, receive, or have access to personal health information from County, as defined herein, that in doing so Contractor shall become a business associate (as the terms "personal health information" and "business associate" are defined in the Health Insurance Portability and Accountability Act of 1996 and in subsequent implementing regulations). In the event Contractor becomes a business associate, Contractor agrees to comply with the County's Business Associate Addendum, which will be attached and incorporated into the Contract as Attachment H so as to comply with applicable laws and regulations.

6. Disbarment.

Contractor represents that Contractor, its employees, agents, and subcontractors, are not, as of the effective date of the Contract:

- a. excluded in any fashion for any reason from participation in federally-funded programs or any other type of programs or awards relating to public entities, nor
- b. controlled by a person or entity that is so excluded. Contractor shall notify County within twenty-four (24) hours if it receives written notice from a federal or other agency with proper authority, or otherwise becomes aware, that it or a controlling person or entity is so excluded, regardless of whether such a determination is subject to appeal by Contractor or such controlling person or entity. Any such exclusion shall be grounds for termination of the Contract by County in a manner and in a timeframe deemed appropriate by County in its sole discretion.

7. Code of Business Conduct.

County has adopted and enforces administrative procedures, personnel rules, and executive rules (hereinafter collectively referred to as the "Code") to govern the conduct of its employees, officers, and agents. The Code requires compliance with laws, avoidance of conflicts of interest, and performance of duties according to the highest ethical standards of honesty, fair dealing, and integrity. Some of the areas addressed by the Code are prohibitions against personal gain, misuse of assets, sexual harassment, discrimination against protected classes of persons, and use or possession of drugs, alcohol, or firearms on County premises or while on duty or representing County.

While on County premises, Contractor agrees to act, at all times, in compliance with the Code. At all other times, except as the Code is specifically limited to job performance of County employees on behalf of County, Contractor agrees to perform, and to require its personnel to perform, its duties under the Contract in compliance with the Code, a copy of which is available to Contractor on request.

8. No Solicitation or Hiring of Personnel.

During the term of the Contract, and for a period of six (6) months thereafter, neither party hereto, without the prior, written consent of the other, shall individually or on behalf of, or through any third party, solicit, entice, persuade, or attempt to solicit, entice, or persuade, any employee or contractor of the other party to leave their employment for any reason to work for the other party, or hire or attempt to hire any such employee or contractor, whether or not their employment relationship has been terminated.

9. Notices.

Any notice or other communication required or permitted in the Contract shall be in writing and shall be deemed to have been duly given on the day of service if served personally, by electronic mail, or facsimile transmission with confirmation, or three (3) days after mailing if mailed by registered or certified mail, postage prepaid, and addressed to the respective parties at their respective addresses as specified in the Contract.

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: SAMPLE CONTRACT DO NOT COMPLETE

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work:
2. The maximum payment under this Contract, including expenses, is \$
3. Contractor shall be paid for the work on the following basis:
4. Contractor shall submit invoices for the Work as follows: *
5. In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:
6. The Contract may be renewed on the following basis]:
7. If this Contract is a subaward (making Contractor a subrecipient of Federal funds), the Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below, along with other information about the federal award. Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB C. A-133.) if such an audit is required by federal regulations.

CFDA #	Program Title
N/A	N/A

*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. SAMPLE
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor **with one or more employees must have this insurance unless exempt under ORS 656.027**(See Exhibit 4).

Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. **If this box is checked, the limits shall be \$4,000,000 per occurrence and in annual aggregate.**

Required by County Not required by County (**Needs Risk Manager's Approval**)

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **If this box is checked the limits shall be \$4,000,000 per occurrence and in annual aggregate and the State of Oregon shall also be named as an Additional Insured.**

Required by County Not required by County (**Needs Risk Manager's Approval**)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

If this box is checked the limits shall be \$4,000,000 per occurrence and the State of Oregon shall also be named as an Additional Insured.

Required by County Not required by County (**Required if vendor is transporting and/or driving as part of performing the duties specified in the contract**)

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. **Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. **Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Ave. Suite 400, Portland, OR 97214.**

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. **Additional originals, hard copies, or faxes are not necessary.**

Completed by: _____SAMPLE_____
Contract Originator

****Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs.

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. **SAMPLE CONTRACT DO NOT COMPLETE**

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

Corporation Limited Liability Company Partnership Non-Profit Corporation authorized to do business in the State of Oregon

Signature:

Title: _____

Date: _____

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. CONTRACTOR makes a significant financial investment in the business.
- E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature: _____

Date: _____

EXHIBIT 4
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. SAMPLE CONTRACT DO NOT COMPLETE
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason
(check the appropriate box):

- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor will not hire employees to perform this Contract.

- CORPORATION – FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - All Work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

- CORPORATION – NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all Work is performed by volunteers, and
 - Contractors will not hire employees to perform this Contract.

- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All Work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All Work will be performed by the members; Contractor will not hire employees to perform this Contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-0005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work.

Contractor
Printed Name:

Contractor
Signature:

Contractor Title:

Date: