



Office of Sustainability

**REQUEST FOR INTERMEDIATE PROPOSALS (RIP)
FOR**

A Feasibility Study on Regional Air Quality Strategies

4000005248

December 12, 2016

PROPOSALS DUE: January 19, 2017 | 5 pm PST

Proposals by email to: john.wasiutynski@multco.us

Submit proposals to:

Multnomah County, Office of Sustainability
Attention: John Wasiutynski
501 SE Hawthorne Blvd., Ste 600
Portland, Oregon 97214
john.wasiutynski@multco.us

Refer questions in writing to:

Multnomah County, Office of Sustainability
Attention: John Wasiutynski
501 SE Hawthorne Blvd., Ste 600
Portland, Oregon 97214
john.wasiutynski@multco.us

A pre-proposal conference call on the Request for Intermediate Proposals and answer any questions will be January 4, 2017, 9 am PST. Attendance at the pre-proposal conference is recommended, but not required.

Department:	Non Departmental
Division:	Office of Sustainability
RIP No.:	4000005248
Title:	Regional Air Quality Strategies Feasibility Study

INTRODUCTION

Multnomah County seeks consultant services to understand the options available to local governments in the Tri-County region to better address air quality issues, particularly hazardous air pollutants. The consultant will identify and evaluate options to determine which would be most effective at achieving meaningful improvements in air quality. While it is believed that stakeholder engagement will inform an inventory of potential strategies warranting additional analysis, Multnomah County is particularly interested in better understanding the following three approaches to regional collaboration: (See Task 2 below)

1. A regional clean air cooperative that would share expertise and leverage resources, although implementation of air quality improvement strategies (voluntary or regulatory in nature) would be performed at a local level (city or county);
2. A plan similar to the Portland Air Toxics Solutions¹ process or reviving that process; and
3. A regional air quality control authority formed under ORS Chapter 468A.

Under the first and second approach, the Oregon Department of Environmental Quality would retain regulatory authority. Under the third approach, a regional or local authority would assume regulatory authority. The consultant is requested to identify additional options and pathways to address air quality issues for local governments to consider.

For all the identified options, the County seeks to further understand the requirements and logistical details needed for successful implementation. The consultant will prepare a report that will answer key questions about the geographic scope, legal authority, costs/resources (e.g. needed revenue, budget, staffing) and effectiveness of all identified options.

The consultant is expected to be in regular contact with the County. The consultant will also present key findings to the Board of County Commissioners and others at board meetings, work sessions, or other forums identified by the County. The County may request additional ad hoc meetings, as necessary.

History of Air Quality Regulation in the Tri-County Region

From 1967 to 1973, Multnomah County was a member of the Columbia-Willamette Air Pollution Authority (CWAPA), along with Clackamas, Washington, and Columbia counties and the city of Portland. Responsibility for air quality in the tri-county region of Multnomah, Clackamas, and Washington counties was transferred to the Oregon Department of Environmental Quality (DEQ) in 1973.

Under DEQ management, the tri-county region has been able to achieve and maintain compliance with standards for air pollutants regulated by the federal government under the National Ambient Air Quality Standards (NAAQS) program. Notably, the region has maintained compliance with ozone and carbon monoxide standards for nearly 20 years. In recent years, however, certain areas of the tri-county region have approached or exceeded the NAAQS for fine particulate matter (PM_{2.5}). Hazardous Air Pollutants (HAPs), known as air toxics, also remain a serious source of concern for the region, but are not regulated in the same way as the six criteria pollutants under the NAAQS program. Regional sources of both HAPs and criteria pollutants include: point sources such as industrial emitters, area sources such as wood stoves, and mobile sources such as cars and diesel powered equipment.

¹ Portland Air Toxics Solutions is the “geographic program” for the Portland Metropolitan Region administered by the Department of Environmental Quality under Oregon Administrative Rule 340-246-0150

Under the 1990 federal Clean Air Act Amendment, HAPs from point sources are regulated through industry-specific technology-based standards issued by the Environmental Protection Agency (EPA). The National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations apply to large, so-called "major" sources and also to some smaller sources known as "area sources." The EPA does not prescribe a specific control technology, but sets a performance level based on a technology or other practices already used by the better-controlled and lower-emission sources in an industry.

Despite these regulations, exposure to air toxics in urban areas remains high. This is because NESHAP requires less-protective technology standards for area sources. In addition, NESHAP does not take into account exposure to toxics from mobile sources like motor vehicles and heavy off-road equipment, which are separately regulated. In an attempt to address these gaps in the federal Clean Air Act, the Environmental Quality Commission (EQC), the policy and rulemaking body for DEQ, in 2003 adopted what is now Oregon Administrative Rule Chapter 340, Division 246: the Oregon State Air Toxics Program. This program consists of four main elements: establishing benchmarks for air toxics; Source Category Rules and Strategies; the Geographic Program (as described in following section); and the Air Toxics Safety Net Program.

The tri-county area was the first region chosen by DEQ for a Geographic Program, which was known as Portland Air Toxics Solutions (PATS). DEQ established PATS to create a plan to reduce ambient levels of air toxics below Ambient Benchmark Concentration (ABC) through source-specific reduction strategies. ABCs are ambient levels of a pollutant that would result in a cancer risk of one-in-a-million additional cancers based on a lifetime of exposure. For non-carcinogens, the benchmarks are levels you could breathe for a lifetime without any non-cancer health effects. ABCs are not regulatory standards and can be considered as "health goals." Oregon established, reviews and revises ABCs for 52 air toxics through a science advisory committee process.

Oregon administrative rule states that geographic plans "must require emissions reductions from the most significant sources of air toxics." The PATS study, published in 2012, confirmed that "the Portland region has the highest risk [in the state of Oregon] to the population from air toxics due to business and population density."² Moreover, "monitoring studies confirm the presence of air toxics at levels that can cause adverse health effects."³ Of the 19 air toxics included in this study, 14 were found to exceed state established ABCs. Priority sources of pollutants identified in the PATS study included smoke from wood burning (which contains PM_{2.5} and air toxics such as Polycyclic Aromatic Hydrocarbons) and exhaust from diesel engines (which contains PM_{2.5} and air toxics such as arsenic).

Although the PATS study was groundbreaking for its time, and some progress has been made in addressing sources of air toxics, much work remains to be done. This issue came into stark relief when new sampling techniques found the presence of previously undetected air toxics hot spots. A moss study conducted by the U.S. Forest Service (in coordination with DEQ), and later verified through air quality monitoring conducted by DEQ, revealed high concentrations of heavy metals in the air around two art glass manufacturers in Portland. In response to the revelation of air toxics hot-spots and increased public concern, Gov. Kate Brown announced the interagency "Cleaner Air Oregon" initiative. A central component of this effort is establishing a health-based air emissions standard, as opposed to a technology-based standard, for industry. A health-based standard would likely take into account the toxicity and amount of the emissions, in addition to the proximity of those emissions to people. Current rules only require industrial-emitters to put pollution controls in place if emissions exceed 10 tons per a year of a single pollutant or 25 tons of any two pollutants, with no regard to toxicity, or if there is a federal NESHAP standard in place. DEQ and the Oregon Health Authority estimate that the rulemaking process to reform air toxic regulations will take 18 months.

The Cleaner Air Oregon rulemaking will address industrial stationary sources that are required to have an air quality permit. The new rules will not address mobile sources, such as trucks and construction equipment, or

² Oregon Department of Environmental Quality. Portland Air Toxics Solutions Committee Report and Recommendations. April 2012. Portland, Oregon

³ Oregon Department of Environmental Quality. Portland Air Toxics Solutions Committee Report and Recommendations. April 2012. Portland, Oregon

non-industrial area sources, such as wood stoves. This is significant, because in the tri-county region these sources are major contributors of air toxics and PM_{2.5}.

Gaps in the regulatory framework, notwithstanding the Cleaner Air Oregon rulemaking, and the potential for NAAQS PM_{2.5} non-attainment, have led local jurisdictions to discuss how to address the issue of reducing air pollution. This study is meant to assess a variety of potential options for reducing air toxics and PM_{2.5} in the tri-county region. Options that warrant further evaluation include: creating a process similar to Portland Air Toxics Solutions or reviving that process; standing up a regional clean air cooperative; and forming a local air quality control authority⁴ (See Task 2 below).

PROJECT GOAL

The County and its partners share the goal of achieving clean air for the residents of their communities. The objective of this project is to identify and evaluate different options to reach that goal. The contractor will identify regional options that can be enacted locally to reduce or prevent air toxic emissions from industrial and area sources. The contractor will evaluate in more depth the most promising approaches.

SCOPE OF WORK

The project shall consist of three phases. Phase I will consist of Tasks 1 – 2, Phase II will consist of Tasks 3 – 6, and Phase III will consist of Tasks 7 – 8. The consultant shall complete the following tasks in each of the phases.

The extent of analysis, however, is not limited by the questions asked in Tasks 1-6 above, and the consultant is invited to include other areas of analysis in their project approach description.

Phase I – Initial Screening

Task 1 – Interview Key Stakeholders

The consultant will meet with key stakeholders identified by the County, including representatives from Metro, Washington County, Clackamas County, the cities of Portland, Milwaukie, Hillsboro, Gresham, DEQ, OHA, EPA, as well as other stakeholders identified by the County. The consultant will interview these stakeholders to determine their goals for air quality and preferred approaches to achieving those goals. In addition to interviews, the consultant may elect to organize meetings with multiple partners, conduct online surveys, or use other techniques the consultant deems useful to establish stakeholder goals and preferred approaches.

Expected Deliverables: Provide the County, in writing, a matrix of air quality priorities identified by the stakeholders to help guide the work of Task 2. Include a summary of stakeholder feedback as a section in the final report. The matrix should be provided to the County before initiating Task 2.

Task 2 – Generate a menu of approaches for improving air quality, with a focus on understanding the role of local government.

The County's goal is to reduce ambient levels of the 14 HAPs prioritized in PATS to ABC levels and to limit exposure to PM 2.5 from diesel exhaust and wood smoke. In this task, the consultant will evaluate available options for achieving this goal. The three options outlined above shall be considered in this task, in addition to any other viable options identified by the consultant. The consultant will respond to the following issues:

- What governance scenarios and frameworks exist that promote local participation in the improvement of air quality?

⁴ Oregon Revised Statute ([ORS 468A](#) [see attachment A]) governs formation, governance, and the powers and functions of regional air quality control authorities. A regional air quality control authority ("authority") is formed through (1) adoption of an ordinance or resolution by participating cities and counties and (2) approval by the Environmental Quality Commission if it finds that adequate financing is planned and the boundaries are reasonable. See attachment B for a summary of applicable state statutes governing the establishment of a regional air quality control authority.

- Please describe how each option would improve air quality, and what role local jurisdictions would play in the implementation.
- Please identify where these options have been tried, and if they have proven effective at reducing exposure to pollutants and air toxics. If not, what obstacles prevented them from being effective?
- Please describe whether the option utilized a regulatory or non-regulatory approach.
 - More specifically, for the non-regulatory options, please describe how local jurisdictions could implement them. For example, providing incentives to change out wood stoves or clean diesel retrofits.
 - For regulatory options, please describe how local control would be increased and the degree of local control the option would provide.
- What opportunities exist for regional strategy building or coordination under the existing regulatory framework?

Expected Deliverables: The consultant will include an alternatives matrix and analysis (including expected effectiveness) as a section in the final feasibility report. At the completion of this step, the consultant will work with the County and its partners to identify three options for more in-depth evaluation.

Phase II – In-depth Analysis

Task 3 - Evaluate Effectiveness.

For each of the three identified options from Task 2, evaluate the effectiveness of those strategies at reducing air toxics and exposure to PM 2.5 from diesel exhaust and wood smoke. Make recommendations on best practices and any legal, statutory, political, etc., support needed for effective implementation. In this task, the consultant will answer the following questions for each option:

- What evidence exists to support the effectiveness of the identified options?
- What lessons can be learned from other jurisdictions that have implemented similar approaches?
- Which of the options have been demonstrated to be most effective in other jurisdictions?
- Are there reasons why the effectiveness achieved in other jurisdictions might not be replicated in the tri-county region?
- What factors may influence the potential for strategies to be effectively replicated in the tri-county region?

Expected Deliverables: Recommend best practices and analysis of effectiveness of identified options as a section in the final feasibility report. Include as an attachment germane case studies or research.

Task 4– Define Appropriate Geographic Scope.

Identify potential geographies for executing the identified options in the tri-county region. Provide explanations for each potential geographic area. In this task the consultant will answer the following question:

- What geographic area would be most cost effective and most effective at reducing public health risk from air toxics and PM_{2.5}?
- What geographic area is most feasible based on existing rules and feedback from stakeholders?

Expected Deliverables: Recommended defined geographic scope, an accompanying map and an analysis of effectiveness of different geographic implementation areas as a section in the final feasibility report.

Task 5 – Identify Scope of Authority.

For each of the three identified options from Task 2, define which entity will need to exercise authority, and any limits on the authority imposed by federal preemptions or other factors. In this task the consultant will answer the following questions:

- To what extent would the identified option require a local jurisdiction to assume responsibility from the EPA and the Oregon DEQ and other regional entities which have air quality monitoring and compliance responsibilities?

- What activities would be allowed and/or required under each option? For example, setting air quality standards, permitting, inspections and enforcement, ambient air quality monitoring and public involvement.
- Specifically, what state or local legislation would be needed to allow the local alternative to be effective at carrying out implementation activities?

Expected Deliverables: Include, as a section in the final report, a detailed analysis and recommendations for the scope of authority necessary for the implementing jurisdiction(s).

Task 6 – Provide Logistical Details.

Determining the cost of each option is central to understanding the feasibility of such an endeavor. The consultant will estimate start-up costs, ongoing staffing needs and budget requirements for each identified option. The consultant will look to comparable metropolitan areas with similar approaches in place as a basis of analysis, in addition to other research techniques. In this task, the consultant will answer the following questions for each option:

- What are the start-up costs and what are the potential sources of this funding?
- What are the estimated operating budget and the likely sources of funding (including local jurisdictional contributions, State/DEQ contributions, Federal grants and funding from EPA and permit fee recovery)?
- What are the minimum and ideal staffing levels?
- Would each of the options need to be a standalone entity, or could it be a component of the Metro regional government or any other existing jurisdiction(s)?

Expected Deliverables: For each option, craft startup costs, staffing requirements, operating budget and potential scenarios as a section in the final feasibility report.

Phase III – Findings Report

Task 7 – Draft Findings.

The consultant will present to the County a draft of the final report that includes all of the deliverables identified in Tasks 1-6. The County will provide feedback prior to the report becoming final and may request changes to format, layout, copyediting, and other content as appropriate. The consultant, however, retains decision-making on the final content of the report as it pertains to conclusions, recommendations, and findings.

Task 8 – Present Findings.

The consultant will present key findings to elected officials at a maximum of six board meetings, in addition to work sessions or other forums identified by the County and the stakeholders.

Project Timeline

Estimated Project Timeline:

Task	Timeline	Major Activities
Task 1	February 2017	Project initiation meeting; Stakeholder meetings; Research
Task 2	February – March 2017	Matrix development; County consultation
Tasks 3 - 6	March 2017	Research; Stakeholder meetings; Feasibility report initiation

Task 7	April 2017	County consultation; Feasibility report refinement
Task 8	April – May 2017	Stakeholder presentations

METHOD OF AWARD

Proposals will be scored by a panel on a scale of 1–100. The proposal with the highest score will be awarded the contract pending successful contract negotiations. The County will award one (1) contract. The County reserves the right to not award a contract, at the sole discretion of the County.

ESTIMATED PURCHASES

The County will be purchasing consultant services to understand what options are available to local governments in the tri-county region to better address air quality issues. The expectation is that Proposers will maximize available efficiencies and adhere to the available budget when proposals are submitted. By rule, services purchased under any contract resulting from this solicitation will not exceed \$150,000 in a five-year period. The County does not guarantee that any minimum amount of services will be purchased.

METHOD OF CONTRACTING

A Services Contract form is attached showing the standard terms and conditions. Carefully review the terms and conditions of the Contract. Additional Contract terms related to this procurement, if any, are set out below in the section entitled Special Contract Terms and Conditions.

TERM OF CONTRACT

This contract will be for a period of 1 year, with options for renewal up to a maximum of five (5) years. Solely at its option, the County reserves the right to exercise renewal by amendment to the original contract.

CONTRACT NEGOTIATIONS

Multnomah County intends to issue the winning Proposer(s) a contract which is substantially similar to the Sample Contract that is attached to this RIP as Attachment 2. Please note that the contract issued may incorporate the terms of this RIP as well as the entire response provided by the contracted Proposer. Any terms negotiated that differ from those of the RIP, the Proposer’s Response, the Contract and any of its Exhibits and Attachments will be specified in a Special Terms and Conditions section of the final contract. Standard Terms and Conditions may be negotiated at the discretion of the County.

INSURANCE REQUIREMENTS

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

PRE-PROPOSAL CONFERENCE

A pre-proposal conference call to cover the information contained in the RIP and answer questions potential Proposers may have will be held on January 4, 2017 9 am PST. Attendance at the pre-proposal conference is recommended but not mandatory. Interested parties should contact the County. The conference phone number will be 877-411-9748. Participant Code number: 621536.

MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

To be considered responsive, each Proposer must demonstrate that they meet the Minimum Requirements identified below, completely respond to the Proposal Questions and submit the required attachments as identified below. Any proposal that does not fully meet the minimum requirements of this RIP will be rejected.

1. The Proposal must be emailed to john.wasiutynski@multco.us no later than midnight (Pacific Standard Time) of the proposal deadline shown on the cover.
2. Each proposal must contain a completed and signed Offeror's Representations and Certifications Statement form – See RIP Attachment 1.

Please identify the proposal as follows in the subject line of the email:

Regional Air Quality Strategies RIP September 2016

EVALUATION PROCESS

An evaluation committee shall independently review written proposals submitted by each Proposer. Proposals must receive a minimum of 70% of the total points available for the questions in order to be considered for a contract award. Total points possible for each proposal question are noted below, with a possible total of 100 points.

There will be a one-step evaluation process for this RIP. Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from each proposal. After sharing their findings for a given proposal, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. The Proposer with the highest score will be contacted for contract negotiations.

PROPOSAL QUESTIONS & SCORING

Please answer all questions completely.

1. Approach to the Project and Key Personnel (Maximum 15 points possible)

Describe your approach to this project and what experience your organization will bring. Include qualifications of key personnel who will be involved with the study.

Evaluation Criteria: Proposer details approach and experience. Provides qualifications/resumes of project personnel.

2. Budget and Costs (Maximum 20 points possible)

Provide a detailed project budget including an hourly rate and specify expenses that are not included in that hourly rate. Describe how your project will use resources effectively. Proposals with a lower overall cost without sacrificing quality will receive a higher score.

Evaluation Criteria: Proposal budget is comprehensive and demonstrates competitive values for specific services.

3. Project Timeline (Maximum 15 points possible)

Include a project timeline with key milestones and phases of work. Proposal that meet project goals in a timely fashion will receive a higher score.

Evaluation Criteria: Proposal timeline is detailed with phases and key milestones and is realistic for the project.

4. Expertise in Air Quality Regulation (Maximum of 25 points possible)

Describe the expertise that your organization has in understanding air quality issues generally, and the application of regulatory and non-regulatory structures to reduce air pollution, specifically.

Evaluation Criteria: Proposer describes activities, experience, and expertise that will be applied to this project that will contribute to a comprehensive, well researched, and definitive work product.

5. Sustainability & Equity Considerations (Maximum 25 points possible)

- a. What conservation measures will you take to minimize impacts to the environment in the delivery of services?

Evaluation Criteria: Proposer explains how much water and energy is conserved, greenhouse gases avoided, waste minimized, and toxic reduced

- b. What policies and procedures does your organization have in place to hire and retain a diverse workforce?

Evaluation Criteria: Proposer describes activities and results regarding hiring and retaining a diverse workforce

- c. What kinds of benefits (health care, parental leave, retirement, etc.) does your organization offer your employees, and are these benefits offered to all employees?

Evaluation Criteria: Proposer describes activities to develop benefits for the organization and results of these activities on the workforce.

CHECKLIST

Item:	Description	Page Referenced
1	Proposal Question Responses	Page 8-9
2	Attachment 1 Proposers Representations and Certifications	Page 14-15

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. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

INSTRUCTIONS TO PROPOSERS

A. SPECIAL CONDITIONS Where special conditions are written in the Request for Intermediate Proposals (RIP), these special conditions shall take precedence over any conditions listed under the "Contract Terms and Conditions".

B. COST OF PROPOSAL Responses to this RIP do not commit the County to pay any costs incurred by any proposer in the submission of a proposal quote, in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the RIP. 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 RIP.

D. ADDENDUM Any change to this RIP shall be made by written addendum. The county is not responsible for any explanation, clarification or approval made or given in any manner except addendum.

E. CANCELLATION Multnomah County reserves the right to cancel this RIP solicitation or award of the contract 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 award.

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

G. LATE PROPOSAL Proposals received after the scheduled closing date for filing will be returned to the proposer unopened.

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 RIP, 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 firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

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 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 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 An 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. M/W/ESB 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 must be certified as an **Equal Opportunity Employer**. Contracts in excess of \$75,000 which originate from this RIP are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County Contract attached to this RIP. Contractors must be certified before a contract is executed.

P. REFERENCES The County reserves the right to investigate references including customers other than those listed in Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful 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 workers.

Q. 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.

R. 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 Automatic Clearinghouse or by credit card via e-Payables.

SPECIAL CONTRACT TERMS AND CONDITIONS

The following Special Terms and Conditions will be included in any Contract awarded as a result of this CPQ.

- A. AFFIRMATIVE ACTION PLAN** The successful Proposer may be required as a condition of execution of the contract to submit a copy of its Affirmative Action Plan if the contract under this Competitive Proposal Quote is greater than \$75,000 or if the Proposer has 50 employees or more.
- B. AMERICANS WITH DISABILITIES ACT** Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- C. OMB CIRCULAR A-133** "If contractor is determined by the County to be a sub-recipient of federal funds passed through the County, the contractor must submit an annual federal compliance audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations."
- D. RECYCLABLE/RECYCLED PRODUCTS** Contractors shall use recyclable products and products that contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.

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 INCORPORATION: _____ 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. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

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 believes that neither it nor any of its principal participants and agents:

8. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
9. 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: _____



ATTACHMENT 2

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: [insert contract number]

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	NOT USED
7	NOT USED
8	NOT USED

Attachments

Attachment Letter	Description
F	NOT USED
H	NOT USED

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

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: _____

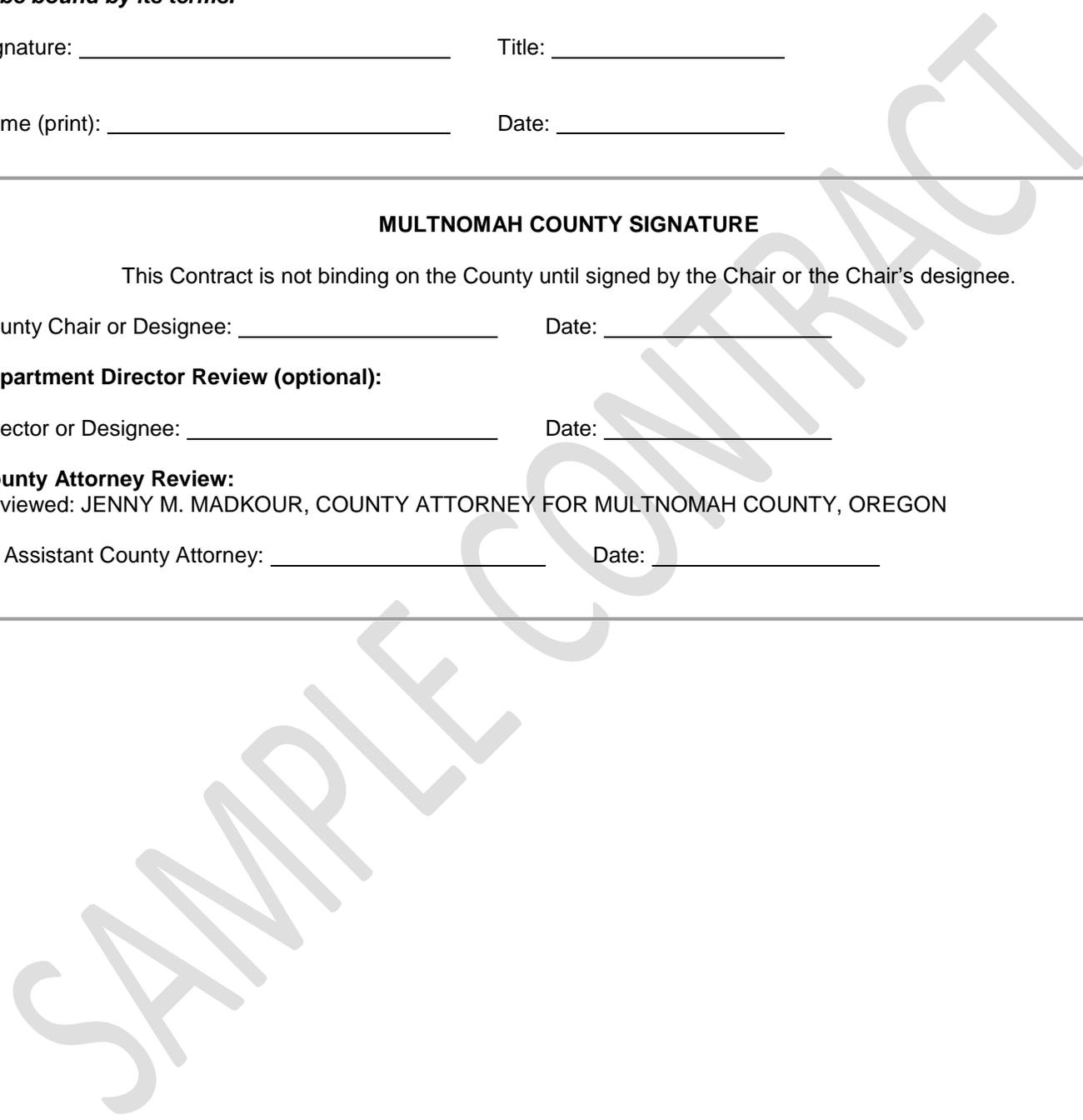
Department Director Review (optional):

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 the 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 and the following:
- a. Pursuant to ORS 279B.220, Contractor shall (1) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract; (2) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - b. Pursuant to ORS 279B.225, Contractor shall, if providing lawn and landscape maintenance services, shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - c. In accordance with ORS 279B.230, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - d. Pursuant to ORS 279B.235, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work is performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS 279B.020. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
11. **Compliance with Tax Law.** Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.
12. **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.

- 13. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
- 14. **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.
- 15. **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.
- 16. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 17. **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.
- 18. **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.
- 19. **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.
- 20. **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.
- 21. **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.
- 22. **Federal Funds Sub-recipient.** If this Contract is a sub-award (making Contractor a sub-recipient 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 required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funds or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
[enter number or not applicable]	[enter title or not applicable]	[enter number or not applicable]

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Parts 200, 215, 220,225, and 230), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - c. Contractor, if it is a state, local government or non-profit organization and a sub-recipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225, and 230), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
 - d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
 - e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.
-

[Insert Department Name Here]
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. 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 3.
 - f. The confidential obligations outlined in this Section 3 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.
4. 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.

5. 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, and 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.

6. 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: [insert contract number]

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

1. **Contractor shall perform the following Work:**
[Enter information]
2. **The maximum payment under this Contract, including expenses, is \$[enter total amount].**
3. **Contractor shall be paid for Work on the following basis:**
[Enter information]
4. **Contractor shall submit invoices for Work as follows: ***
[Enter information]
5. **In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:**
[Enter information]
6. **The Contract may be renewed on the following basis [optional]:**
[Enter information]

*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. 44000XXXX
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. The aggregate limit can be met with Excess/Umbrella Liability coverage.

If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 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). The aggregate limit can be met with Excess/Umbrella Liability coverage.

If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.

If this box is checked 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 \$X,000,000 per occurrence.

If this box is checked 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 Blvd. 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.**

****Note to Contract Originator:** Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

Contract Originator

Completed by: Heidi Leibbrandt