



Department of Community Services

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

Morrison Bridge Lighting

4000006623

May 24th 2018

**PROPOSALS DUE: June 7th 2018 4PM Pacific
Time Zone**

Proposals by email Jeffrey.Hagen@multco.us

Submit Proposals to the Attention of:

Multnomah County Department of
Community Services
Attention Jeff Hagen
Jeffrey.Hagen@multco.us

Refer Questions in Writing to:

Multnomah County Department of
Community Services
Attention Jeff Hagen
Jeffrey.Hagen@multco.us

The last day for questions regarding this solicitation is May 31st 2018.

Department: Community Services
Division: Transportation
RIP No.: 400006623
Title: Morrison Bridge Lighting

INTRODUCTION

The Multnomah County Department of Community Services Bridge Section is accepting applications to implement, promote, administer and maintain the Multnomah County Morrison Bridge Lighting Program (Lighting Program). The Lighting Program will allow interested members of the public to purchase and pay for temporary lighting displays on the Morrison Bridge, via the Morrison Bridge programmable architectural lighting system.

SCOPE OF WORK

1. Maintain a committee of at least three people responsible for the processing of all applications.
2. Ensure Contractor's website is checked daily, Monday - Friday for receipt of applications, and the Contractor's post office box is checked regularly during the week for same.
3. Address applicant's questions about the Program subject to confirmation with county Bridge Operations Manager (Manager).
4. Maintain an accurate calendar of available dates and allow the County at least one week to process applications.
5. Maintain a complete financial record of the moneys payable to and received pursuant to the Permit Program (hereafter, "Program Funds"). Contractor shall keep all accounting records for the Permit Program and Program Funds, which are both subject to audit and review as requested by the County.
6. Ensure all permit applicants are notified in writing or by email of approval or denial of the permit.
7. Ensure Contractor's website calendar is kept current with respect to reserved holidays/events and sponsored colors, and any scheduled special events. Contractor shall be responsible for the disclosure and disclaimer to applicants about reserved or holiday dates that the lighting display system is not available, including but not limited to, times and dates such as during the annual Rose Festival, Valentines Day and July 4th. The County reserves the right to at any time provide written notice to Contractor to reserve any date. Upon written direction from the County (including email) to reserve certain dates, Contractor shall immediately update and revise its public information system to advise members of the public about the County's reserved and unavailable dates. If Contractor has already scheduled a date prior to the issuance of written notice from the County to reserve the same date, Contractor's scheduling commitment for the date in question will be honored.
8. Contractor's Payment to the County is to be drawn on the Program Funds. If there are insufficient funds in the Program Funds to pay County the required fees, Contractor shall pay the County from its other funds.
9. Contractor shall provide County with a quarterly financial report of all events and fees paid by applicants.
10. Contractor shall provide County with an annual report summarizing efforts and results of the Permit Program and provide any recommendations, as applicable, to improve promotion or other aspects of the Permit Program.
11. Contractor will promote the "Morrison Bridge Lighting Partnership" program via several activities, including but not limited to:
 - a. Contractor website updates.
 1. Include on the Welcome (Home) page an announcement of the program; and on the calendar feature, show "partnered" dates in bold, and a link to the application.
 2. Maintain an account with a link so people can apply and pay online.
12. Contractor can set their own pricing for each lighting event.
13. Contractor shall pay County for its performance on the Permit Program for days that lights are actually turned on at an applicant's request according to the following schedule and rates:
 - a. \$30 per event – up to five (5) days per event.
 - b. \$30 per each additional "event" up to five (5) days.
14. County will review Program Permit applications only during normal business hours of Monday – Friday (7:00 am – 3:30 pm.). Although weekend hours are available for use, all permitted lighting displays must start on one of the days during the normal business hours portion of the week.

METHOD OF AWARD

The County will award one contract to the bidder that is most qualified and has a clear understanding of the work to be performed.

ESTIMATED REVENUE

Estimated yearly revenue is between \$5,000 - \$7,000 based on an average of 56 days per year from July 1st 2011 – June 30th 2016. This amount could increase with more days of service each year.

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

The maximum term of this contract is \$150,000 or five years which ever comes first. The County does not guarantee that any minimum amount of services will be purchased.

CONTRACT NEGOTIATIONS

Contractor shall provide County with a quarterly financial report of all events and fees paid by applicants. Contractor shall provide County with an annual report summarizing efforts and results of the Permit Program and provide any recommendations, as applicable, to improve promotion or other aspects of the Permit Program

INSURANCE REQUIREMENTS

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

MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

Proposers must answer all of the proposal questions.

Proposers must have a functioning web site to provide information about, advertise, and receive and process applications and payments for the Morrison Bridge Light Program.

Proposers must have ability to submit electronically to the County the required quarterly and annual reports.

Proposers must have a bank account to facilitate the required quarterly payments to the County.

EVALUATION PROCESS

Proposals will be evaluated by a committee of various experts within the County that will score the questions awarding points up to the maximum indicated. The proposal with the highest score will be awarded the contract. Multnomah County may choose to conduct an oral interview by phone if needed.

PROPOSAL QUESTIONS & SCORING

Evaluation Questions (75 Points)

1. What actions do you plan to take to develop and gain business for the program in addition to the required web site? 30 Points

2. What processes and capacity do you currently have in place to meet the scope of work requirements 1, 2, 4, 5, 6, 7, 8, 9, 10, 11? If none, what is the proposed timeline to have those processes and capacity in place to meet the scope of work requirements? 30 Points
3. What current or past experience do you have in successful community outreach and advertisement? 15 Points

Sustainability Questions (25 Points)

4. Does your organization promote energy saving practices such as turning off lights in rooms not being used? *Evaluation Criteria: We are looking for metrics on how energy saving practices saves money, reduces climate change, increases energy savings, and reduces dependence non-renewable energy.* 10 Points
5. Describe in detail your cultural competency and diversity training, and the expectations of recruited staff that will be working with diverse populations to ensure program values and goals are met. *Evaluation Criteria: Must demonstrate through stories & metrics how the organization has created new ways to successful workforce, recruitment, hiring, retention, internship, and succession planning.* 10 Points
6. Please describe how your service delivery has positive economic impacts for the communities you are serving? *Evaluation Criteria: We are looking to see how service delivery will help the client and community have positive economic impacts. This may include developing a workforce that internally is from the community, providing services that aid in obtaining job skills, and assisting in building a business community where services are delivered.* 5 Points

CHECKLIST

Item :	Description	Page Referenced
1	Attachment 1 Proposers Representations and Certifications	8
2	Proposal Question	4

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 ePayables.

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 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: _____

ATTACHMENT 2

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: SAMPLE Contract – Do Not Submit

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:

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 – If Applicable
5	NOT USED
6	Invoice/Budget Forms – If Applicable
7	Criminal History Background Authorization – If Applicable
[Insert As Needed]	[Insert additional exhibits as needed]

Attachments

Attachment Letter	Description
F	Post Federal Award Requirements Standards – If Applicable
H-1	HIPAA Business Associate Agreement – If Applicable
H-2	HIPAA Joint Business and 42 CFR Part 2 Agreement – If Applicable
H-3	HIPAA Qualified Service Organization Agreement – If Applicable
[Insert As Needed]	[Insert additional attachments as needed]

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: SAMPLE Contract – Do Not Submit

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 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, copartnership, 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's duty to indemnify above is only to the extent such damages arise out of the fault of the Contractor or their agents. 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. **Protection Against Loss or Damages.** 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 affirmatively accepted Contractor's Work.
23. **Federal Funds Subrecipient.** 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). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), 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 funding 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]

24. **Fiscal Requirements.** Contractor agrees to the following requirements if a Federal Funds Subrecipient:

- 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, Part 200), 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 subrecipient 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, Part 200), 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.
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MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: **SAMPLE Contract – Do Not Submit**

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:
4. Invoices must be billed to Multnomah County and contain the following information [optional]:
 - a. Invoice number and invoice date,
 - b. Vendor name and address,
 - c. Multnomah County contract number,
 - d. Description of goods and/or services delivered,
 - e. Detail units of measure, price per unit, extended amount per line items;
 - f. Total invoice amount.
5. Contractor shall submit invoices for Work as follows:
[Enter information]
6. In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:
[Enter information]
7. The Contract may be renewed on the following basis [optional]:
[Enter information]