



MULTNOMAH COUNTY
Department of Community Services
Bridge Division

REQUEST FOR COMPETITIVE PROPOSAL QUOTES (CPQ)
FOR

<p>HYDROKINETIC ENERGY PRODUCTION FEASIBILITY STUDY</p>
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May 27, 2011

PROPOSALS DUE: June 24, 2011

Proposals by fax (503) 988-3812
Proposals by email jon.p.henrichsen@multco.us

Submit Proposals to the Attention of:

Multnomah County Bridge Shop
Attention Jon Henrichsen
1403 S.E. Water Ave
Portland, OR 97214
(503) 988-3757 x228 Office
(503) 988-3812 Fax
john.e.muenchow@multco.us

Refer Questions in Writing to:

Jon Henrichsen
Engineering Services Manager
1403 S.E. Water Ave
Portland, OR 97214
(503) 988-3757 x228 Office
(503) 988-3812 Fax
john.e.muenchow@multco.us

The last day for questions regarding this solicitation is 5-days before closing date

There will be no pre-proposal conference for this Competitive Proposal Quote (CPQ).

OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE OFFEROR 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, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

DATE/STATE OF INCORPORATION: _____

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

MWESB CERTIFICATION: Number _____ ☐ Minority-Owned ☐ Woman-Owned ☐ Emerging, Small ☐ N/A

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror 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 in obtaining any required subcontracts, in accordance with ORS 279A.110.
"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) (b)
4. Any false statement may disqualify this offer from further consideration or be cause of contract termination;
5. The Offeror 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 Offeror 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.

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

SIGNATURE OF AUTHORIZED PERSON

Signature _____ Date _____

Print Name & Title _____

Contact Person for this procurement: _____

Phone _____ Email _____

Department: Department of Community Services
Division: Bridge Division
CPQ No.: Q11-10470
Title: HYDROKINETIC ENERGY PRODUCTION
FEASIBILITY STUDY

INTRODUCTION

Multnomah County Oregon (hereafter referred to as the County) requests informal Competitive Proposal Quotes (CPQ) for engineering consulting, professional and technical services (hereafter referred to as Consulting Services) from organizations (hereafter referred to as Consultants) to evaluate the feasibility of generating electricity from Hydrokinetic (in stream) devices attached to the County's bridges over the Willamette River. Each Consultant shall assemble staff, sub-consultants, and vendors (hereafter referred to as Consultant Team) to propose such services.

The County intends to award a contract to undertake and complete a Hydrokinetic feasibility study on the Willamette River in downtown Portland Oregon as a result of this CPQ. The primary sponsor is the Multnomah County Department of Community Services, Bridge Division. The Bridge Division is responsible for the maintenance and operation of six Willamette River bridge crossings.

SCOPE OF WORK

The study will investigate and assess the range of options available for generating electricity from Hydrokinetic devices that may be in the best interest of the County. The effort will include collection and analysis of data to determine the legal, physical and financial environment in which the project would be developed. The study will research, develop and evaluate one or more hydrokinetic energy production systems applied to the County owned /maintained Bridges to determine if any system can be installed and successfully generate cost effective electricity that can be used to power electrical systems on the bridges or be fed back into the utility grid to offset County electrical costs. The study will also evaluate financing options to install hydrokinetic systems and recommend a course of action (either that hydrokinetic electricity generation is feasible and cost effective in the Willamette River and there is a system that can be installed, or that hydrokinetic energy generation is not feasible and/or cost effective in the Willamette River).

The study will publish a final report with an executive summary, findings, and supportive data. This report will potentially form the basis for a later CPQ to implement a hydrokinetic energy production project, if the report affirms hydrokinetic electrical production on the Willamette River and County decides to continue the effort to completion.

REGULATORY FEASIBILITY

The study will consult with Authorities Having Jurisdiction (AHJ) to identify existing requirements and restrictions for undertaking this type of work in navigable waterways while protecting fish and wildlife.

The proposed study will:

- Assemble a list of those AHJ, establish the scope of their jurisdiction and determine their impact on project development.
- Investigate possible methods of system installation and maintenance.
- Explore advantages and disadvantages of alternate design and engineering solutions.
- Determine water flows at pier faces and changes in water flows at different times and seasons.

- Consider extreme conditions due to droughts or flooding during the term of the installation (e.g. 20 or more years).
- Investigate how to protect the hydro-electric turbines from damage due to shipping, fish and wildlife.
- Address how to service submerged equipment (e.g. by raising and lowering turbines attached to rails on the bridge pier face).
- Determine an optimal size, number and placement of hydroelectric turbines (which would depend upon water depth, flow and navigation) and the resultant electrical power that may be generated.
- Determine how much electricity may be generated in excess of what is needed for bridge lighting (and in some cases for lifting).
- Determine the impact on protected species living in the waterways where the devices are proposed to be placed.

FINANCIAL FEASIBILITY

The study will investigate methods of development and funding (e.g. third-party development, lease options with equity accrual, buy-out terms, or life-cycle ownership); estimate the cost to County (e.g. utility rates, equity investment, or potential buyout cost); and forecast the payback period for such a hydro-electric project (e.g. 10-year payback for energy investments).

The study will consider factors such as available Business Energy Tax Credits (BETC) and Federal Investment Tax Credits that may be awarded to a developer as well as cost-versus-return calculations at the time of prospective ownership transfer (if any).

The study will compare the estimated cost of project development to the forecast cost of a comparable amount of electricity purchased through regulated utilities over typical period of project amortization. The study will also compare project costs (per kilowatt) to a comparable amount of “green power” purchased through regulated utilities or Renewable Energy Credit (REC) agreements.

POTENTIAL USE

Electricity generated at each bridge would potentially be used to power some portion or all of the bridge street lighting system and power the bridge operating system (where applicable) or to offset the cost of powering the bridge street lighting and operating systems. The study should address the feasibility (how much electricity would potentially be generated) of these scenarios and the pros and cons of various options for implementation.

The Consultant team should develop a list of options based on current laws governing utilities and third party generation of power, and the available equipment for managing the energy as it is generated so that it is available when the bridge streetlights and operating system requires it. For each option, the study should detail the equipment required for implementation, and provide a short and long term cost to benefit analysis.

The study should investigate the pros and cons of the County owning the project. In this case the County would be responsible for the operation and maintenance of an underwater hydroelectric generation system and for complying with restrictions associated with undertaking and maintaining work in navigable waterways to ensure the project does not impede shipping and protects fish and wildlife.

The study should also investigate the possibility of using a third party to develop and own the project. This may include developing a lease or permit with an annual fee paid to the County that allows the third party developer to use the County owned bridges piers for this limited purpose. Again, the study should detail the pros and cons of this option and provide a short and long term cost to benefit analysis.

FINAL REPORT - STUDY CONCLUSIONS/ RECOMMENDATIONS

The study will investigate and assess the widest range of options and make recommendations as to which options would be in the best interest of the County. The effort will include collection and analysis of the data described above to determine the legal, physical and financial environment in which the project would be developed. The study will develop concepts for and assess one or more alternate hydrokinetic energy production systems to determine the most appropriate. The study will evaluate financing options and recommend a course of action.

The study will publish a final report with an executive summary, findings, and supporting data. The report may form the basis for a later CPQ to implement a hydrokinetic energy production project, if any of the alternatives studied represent a financially viable electrical generation system.

SUSTAINABILITY

In 2010, Multnomah County began executing a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

METHOD OF AWARD

Through this CPQ process, the County intends to award a service contract to the highest scoring responsive, responsible offeror in accordance with the selection criteria and evaluation process stated in this CPQ.

ESTIMATED PURCHASES

The Department of Community Services has budgeted approximately \$100,000.00, for this effort. Consulting work is funded by a U.S. Department of Energy (DOE) grant, on a reimbursable basis.

METHOD OF CONTRACTING

Multnomah County Services Contract (sample attached as Attachment 1).

TERM OF CONTRACT

The contract term shall be 10 months.

CONTRACT NEGOTIATIONS

The County intends to negotiate a contract with the highest scoring Service Provider. In the event that contract negotiations are unsuccessful, the Service Provider with the next highest total score will be selected for contract negotiation. If required, this process will continue until an acceptable agreement is reached with selected Service Provider. After contract negotiations are complete, the County will notify all proposers in writing.

MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

Proposers must submit (1) one complete original copy of the Competitive Price Quote Proposal to: Multnomah County Bridge Shop, 1403 S.E. Water Ave, Portland, OR 97214, no later than 4:00 p.m. on June 24, 2011. Proposals shall be submitted via email to: jon.p.henrichsen@multco.us or fax to: (503) 988-3812 ATTN:Jon Henrichsen

INSURANCE REQUIREMENTS

Insurance requirements can be found in Exhibit 2 to the sample Contract, which is Attachment 1 to this CPQ document..

PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this Competitive proposal quote.

EVALUATION PROCESS FOR WRITTEN RESPONSE

Each evaluator shall independently assign a score to each criterion based on the written proposals. The criteria scores will be summed. The award will be made to the highest scoring proposal.

The County may contact any references listed in the Proposal to verify qualifications and performance of the **highest scoring Proposer** under current or previous contract conditions and work situations.

PROPOSAL QUESTIONS & SCORING

The County will designate an Evaluation Committee to review Proposals. The Evaluation Committee will consist of at least three knowledgeable persons.

A. Proposal Evaluation

1. Each Evaluation Committee member (evaluator) will provide an independent review and rank each Proposal Element A to F according to the appropriateness, completeness, and strength of the response. For each Proposal Element, the least responsive Proposal will be ranked as number 1. No two Proposals shall have same rank (except 0, per Item 3).
2. If one or more Proposals do not respond to a given Proposal Element, their rank will be 0 for that Element. The remaining Proposals will be ranked as if all Proposals were responsive, i.e. if there are eight Proposals, then the best Proposal for each Proposal Element will be ranked as 8. Otherwise, no two Proposals shall have the same rank.
3. The score for each Proposal Element will be summed resulting in a sub-total score. The sub-total score from each evaluator will be summed resulting in a total score.
4. If the County does not elect to have an oral evaluation, the County will negotiate a contract with the Consultant with the highest total score that has supportive references.

B. PROPOSAL QUESTIONS AND EVALUATION CRITERIA

1. Consultant Team – Qualifications (10 points possible)

The Proposal shall include a separate section to describe the Consultant Team, which consists of the Consultant, sub-consultants, and vendors that offer services for the proposed contract. The Consultant Team shall include member firms with licensed professionals in the structural, hydrology, mechanical, and hydro-electrical disciplines to provide research, planning, programming, design, engineering, and estimating services as required for the feasibility study.

- a) Present an organizational chart to illustrate the roles and relationships for each Consultant Team member, firm and individual. Describe the proposed Consultant Team contract and project management structure. Identify the Consultant Contract Representative and temporary backup personnel that will be assigned to this contract. Describe their professional knowledge, skills and abilities that qualify them to perform on the Consultant Team.
- b) Provide the full legal name, corporate structure, year established, type of services performed, size, and work history of each member firm.
- c) Submit references (up to five) that include the names, position or roles and **current contact information** for client representatives or other persons who are familiar with your firm's work and performance. The County intends to check references only for the highest scoring Proposer(s) and then only to verify information submitted in their Proposal(s).

- d) Affirm that no Consultant Team member firm, Consultant Contract Representative, or temporary backup personnel will be replaced during this contract without prior written approval from the County.

2. Hydro-Electric Engineering – Abilities (20 points possible)

The Proposal shall include a separate section to describe Key Personnel that are currently employed and may be assigned to County work by the member firm(s) offering hydro-electric engineering services. In the Appendix, provide resumes to indicate their education, training, certification, licensing, registration, and whether they are U.S. Green Building Council LEED™ Accredited Professionals. Note their authority level, and major accomplishments.

- a) Describe how the Consultant Team member firm organizes, manages, executes and evaluates project work. Discuss contract, project and discipline organization, leadership, communication, issue definition, problem resolution, and flexibility to address varying project needs. Identify the primary strengths of the Consultant Team member firm and any public recognition for the quality of their work.
- b) List Key Personnel available for work on County projects and identify those who have worked together on projects of similar size and scope to proposed County work. Identify the Consultant Subcontract Representative and temporary backup personnel that will be assigned to this contract. Describe the professional knowledge, skills and abilities that qualify them to represent the Consultant Team member firm.
- c) Affirm that neither the Consultant Subcontract Representative nor temporary backup personnel will be replaced during this contract without prior written approval from the County.

3. Project Approach – Description (30 points possible)

The Proposal shall include a separate section to describe a specific project approach envisioned by the Consultant. This section provides an opportunity for the Consultant Team to distinguish themselves from other Proposals. ***The project approach description shall not exceed two (2) pages.***

- a) Describe how Key Personnel from Consultant Team member firms will work together in response to varying project needs. Discuss project leadership, communication, issue definition, and problem resolution.
- b) Anticipate Contract constraints, limitations, obstacles, and problems for both the Consultant Team and the County. Propose how the Consultant Team will address those concerns and recommend their resolution.
- c) Describe how the Consultant Team will establish and maintain quality control through all phases of contract and project work. Discuss how County reviews will improve Consulting Services.

4. Sustainability

(25 Total Points Possible in this Section)

- a) The County has an interest in measures used by its suppliers on a daily basis to ensure sustainable operations with minimal adverse impact on the environment. Please demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a formal sustainability program or policy; recycling measures; energy conservation plans; water conservation policies; computers shutdown practices; energy efficient computers; or a green cleaning policy. Please provide details of policies, plans and goals if available.
- b) Describe how your firm will reduce waste and conserve resources when conducting this study and delivering the final report. This could include electronic communication, using recycled materials and supplies, and or using alternative vehicles.

Social Equity

(10 points possible)

The County is committed to extending contracting opportunities for State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs). In order to promote economic growth, the County seeks to maximize the participation of MWESB consultants, partners, contractors, and suppliers throughout the duration of the project as well as a diverse workforce. Ten of the total possible points to be awarded in this CPQ have been assigned to the Social Equity criteria below:

Workforce Diversity

(5 points possible)

Describe your firm's commitments to providing equal employment opportunities including your organizations' or team members firms' efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the processes used to recruit women and minorities.

Minority, Women and Emerging Small Business Contracting (5 points possible)

1. MWESB Contracting and Past Performance

Within the past 24 months, have you subcontracted or partnered with State of Oregon certified MWESB vendors on any project?

- List the State of Oregon MWESB vendors that your organization or agency has had contractual relationships within the past 24 months;
- Identify the total volume of contracts awarded to MWESB vendors.
- Describe any innovative or successful measures that your organization or agency has undertaken to work with MWESB vendors on previous projects.
- Describe any mentoring, technical or other business development services your organization or agency has provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the services in this CPQ.

2. Sub-contracting

Will you be subcontracting any element of the services under this Proposal?

- Describe your organizations or agency's plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- List the subcontracting opportunities your firm has identified in the scope of the services in this CPQ.
- Describe any outreach and recruitment efforts to certified MWESB vendors including the actual results of your efforts.
- Describe any mentoring, technical or other business development services your firm will provide to MWESB vendors.
- If your organization or agency will be utilizing MWESB vendors to provide the services in this CPQ, please list those MWESB vendors and detail their role within your proposal.

Employee Healthcare and Other Benefits

(5 points possible)

The County values access to health care and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship.

Employee Healthcare: Please check the one statement below that applies:

_____ Proposer offers health insurance with a primary care benefit to employees that is equal or above the prioritized list for the Oregon Health Plan http://www.oregon.gov/OHPPR/HSC/current_prior.shtml (2 points)

_____ Proposer offers health insurance without a primary care benefit to employees that is equal or above the prioritized list for the Oregon Health Plan http://www.oregon.gov/OHPPR/HSC/current_prior.shtml (1 point)

_____ Proposer offers no health insurance benefit to employees OR health insurance with or without a primary care benefit to employees that is below the prioritized list for the Oregon Health Plan http://www.oregon.gov/OHPPR/HSC/current_prior.shtml (0 points)

Other Benefits: Please select yes or no for each item:

Proposer offers sick leave to all full time employees Yes ☐ No ☐ (Yes =1 point)

Proposer offers vacation benefits to all full time employees Yes ☐ No ☐ (Yes = 1 point)

Proposer offers retirement benefits to all full time employees Yes ☐ No ☐ (Yes = 1 point)

5. Contract Cost – Guaranteed (10 points possible)

The Proposal shall include a separate section to describe billing rates and reimbursable costs for the proposed contract, with a guaranteed maximum price. The guaranteed maximum price for this contract will not exceed \$100,000.

INSTRUCTIONS TO OFFERORS

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

B. COST OF PROPOSAL QUOTE Responses to this Competitive Proposal Quote do not commit the County to pay any costs incurred by any offeror 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 Competitive Proposal Quote. The Offeror assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

C. CLARIFICATION OF SPECIFICATIONS Any Offeror requiring clarification of information must submit specific questions in writing to the contact person named on the cover sheet of this CPQ.

D. ADDENDUM Any change to this CPQ 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 CPQ 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 QUOTES Multnomah County reserves the right to reject any or all responses to this Competitive Proposal Quote.

G. LATE PROPOSAL QUOTES Quotes received after the scheduled closing date for filing will be returned to the offeror 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 CPQ, 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 An Offeror filing a proposal thereby certifies that no officer, agent or employee of the County who has a pecuniary interest in this Competitive Proposal Quote has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Offeror of the same call for proposals, and that the Offeror is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

M. COLLUSION An Offeror, 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 Offeror and that the Offeror 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 CPQ 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 CPQ. 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 Offeror's submission. Investigation may include past performance of any Offeror 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.

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 Offeror 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 Offeror has 50 employees or more.
- B. AMERICANS WITH DISABILITIES ACT** Offeror 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.

EXHIBIT 1
SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT
CONTRACT NO. [Insert Contract Number]

This Contract is between MULTNOMAH COUNTY ("County") and [Insert Contractor's Name] ("Contractor").

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 each party has 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.

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

Contract Documents: This Contract includes the Standard Terms and Conditions and Exhibits 1, 2, 3, and [Insert Additional References or Exhibits]. If applicable, indicate "Exhibit ___ is intentionally omitted."].

CONTRACTOR SIGNATURE

NOTE: Contractor must also complete and sign Exhibit 3 and (if attached) Exhibits 4 and 5.

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

Signature: _____ Title: _____

Name (print): _____ Date: _____

Contractor Name: _____

Contractor Address: _____

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 signs here for Class 1 Contracts (unless retroactive). For all other contracts, Chair or Chair's designee signs here.

County Attorney Review

Reviewed:
HENRY H. LAZENBY, JR
COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____ Date: _____
Assistant County Attorney

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 paragraph 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 paragraph 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 paragraphs 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 of Contractor 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 the County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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

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

shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.

- 18. 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.
- 19. 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.

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No: _____

STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work:
2. The maximum payment under this Contract, including expenses, is \$X,XXX.XX
3. Contractor shall be paid for the work on the following basis:
4. Contractor shall submit invoices for the work as follows:**
5. In addition to the payment provided for in paragraph 3, County will pay expenses on the following terms and conditions:
6. This contract may be renewed on the following basis:

No Renewal
This Contract term is for up to five (5) years. There are presently no provisions for renewal.

Mutual Agreement
This contract may be renewed upon mutual written agreement by the parties.
7. If funding for this Contract includes federal funds that could impose A-133 Audit requirements, the Catalogue of Federal Domestic Assistance (CFDA) number(s) and titles are shown below. If there is any change to funding for this Contract to add additional federal funds, Contractor will be notified via letter.

CFDA #	Program Title
[Enter Number]	[Enter Title]

**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. [Insert Contract Number]
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance policy 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. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

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

Commercial General Liability insurance, 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. This insurance must include contractual liability coverage.

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

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☒ 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. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County. **The Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. 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.

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

Completed by: _____

Contract Originator

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

EXHIBIT 3
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. [Insert Contract Number]

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

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

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

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

Signature: _____

Title: _____

Date: _____

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

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

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

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

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

CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature: _____

Date: _____

EXHIBIT 4
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. [Insert Contract Number]

Workers' Compensation Exemption Certificate

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

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

☐ **SOLE PROPRIETOR**

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

☐ **CORPORATION – FOR PROFIT**

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

☐ **CORPORATION – NONPROFIT**

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

☐ **PARTNERSHIP**

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

☐ **LIMITED LIABILITY COMPANY**

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

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

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

Contractor
Printed Name:

Contractor
Signature:

Contractor Title:

Date:

EXHIBIT 5
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. [Insert Contract Number]

Equal Employment Opportunity Certification Statement

Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

CERTIFICATION

I certify under penalty of perjury that *[check Part 1 or Part 2]*:

☐ **Part 1:** Contractor has no employees. Should Contractor hire employees at a later date during the term of the Contract, Contractor will immediately notify the Department that issued the Contract and submit an updated Certification with Part 2 completed.

—OR—

- ☐ **Part 2:** Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:
1. 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;
 2. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 3. Coerce the political activity of any person;
 4. Deceive or willfully obstruct anyone from competing for employment;
 5. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 6. 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.

Contractors Signature:

Company Name: _____

Signature: _____

Title: _____

Date: _____

