



Department of County Management, Office of the Chief Operating Officer

REQUEST FOR INTERMEDIATE PROPOSALS (RIP)

FOR

Consultant Services:

Human Resources Practices & Policies Review

RIP #4000006252

RELEASE DATE: DECEMBER 8, 2017

PROPOSALS DUE: DECEMBER 22, 2017

NO LATER THAN 4:00 PM

**Proposals by EMAIL ONLY to:
Tamara Bertell, Contract Specialist at
dcm.contracting@multco.us**

Submit Proposals to the Attention of:

Tamara Bertell, Contract Specialist

dcm.contracting@multco.us

Phone: 503-988-7915

Multnomah County,

Department of County Management

501 SE Hawthorne Blvd, Suite 200

Portland, OR 97214

Refer Questions in Writing to:

Tamara Bertell, Contract Specialist

dcm.contracting@multco.us

Phone: 503-988-7915

Multnomah County,

Department of County Management

501 SE Hawthorne Blvd, Suite 200

Portland, OR 97214

**The last day for questions regarding this RIP is December 14, 2017,
no later than 4:00 PM**

***All questions must be submitted, in writing via email only, to the attention of Tamara Bertell,
Contract Specialist, at dcm.contracting@multco.us***

INTRODUCTION

Through this Request for Intermediate Proposals (RIP), the Multnomah County Department of County Management, Office of the Chief Operating Officer, is seeking to award a single contract for Consultant Services to perform a detailed review and analysis of County Human Resources policies and practices and provide specific recommendations. This review will use an equity-focused and trauma-informed lens to identify where County policies and practices may support, or further, institutional racism and oppression, and create unjust barriers to hiring, retention, development, or promotion of employees in protected classes.

Multnomah County is committed to providing an equitable, supportive, and inclusive work environment that fosters safety, trust, and a feeling of belonging for all of its employees. In its Fiscal Year 2017 – 2019 Strategic Plan, Multnomah County Human Resources highlighted “Equitable and Empowering Practices” as one of four goal areas and committed to “end inequities and injustices in the work of human resources through an examination of how our policies, procedures and practices can perpetuate forms of institutional oppression.” Despite these commitments, recent employee data and testimony have revealed that employees in protected classes continue to experience racism and other forms of bias, despite County policies and practices designed to prevent this.

The awarded firm, organization, or individual will be expected to provide a comprehensive report and set of detailed recommendations for ensuring that Multnomah County is a safe, equitable, and supportive place to work for all employees, with a focus on employees of color and other employees in protected classes.

The ideal firm, organization, or individual will have experience evaluating Human Resources structures and processes within large public sector organizations. The ideal firm, organization, or individual will also understand racial equity in organizations, as well as the ways trauma manifests itself in organizations and strategies for organizations to address this effectively. If a firm, organization, or individual does not have this knowledge in-house, they may partner with another organization who is experienced in equity-focused and trauma-informed work.

SCOPE OF WORK

The scope of work includes a review of the following:

- Human Resources policies and practices around the entire employment cycle, including:
 - Recruitment
 - Hiring
 - Retention
 - Promotion
 - Performance Management and accountability, including of County managers
 - Career and Leadership Development
 - Terminations, including a review of recent cases;
- Training;
- The complaint and investigation process for discrimination, harassment, or retaliation, including communication surrounding this process;
- The County’s Human Resources structure, which is largely decentralized;
- Cultural responsiveness and cultural humility of County’s Human Resources offices; and
- The role of the Office of Diversity and Equity (ODE), and the relationship of ODE to the County’s Human Resources Offices.

The firm, organization, or individual awarded a County Services Contract (see Attachment D for a sample County Services Contract) for this project will have access to: a recent Human Resources audit by the Multnomah County Auditor, the Central Human Resources Strategic Plan, an analyses of Countywide employee surveys, and recent analyses of employee data including hires, promotions, and separations from the County.

The firm, organization, or individual's review should include, but not be limited to a review of recent data analyses, document review, interviews and/or focus groups with County staff, managers and leaders, and other evaluative activities suggested by the awarded Contractor and included in the final Contract's Exhibit 1: Statement of Work, Compensation, Payment and Renewal Terms.

The firm, organization, or individual awarded a County Services Contract will work with County staff to ensure a way for all County employees to provide feedback on their experiences, including an option for anonymous feedback. As a part of the review, the firm, organization, or individual will need to understand and describe how Human Resources policies and practices and their impacts are affected by outside factors, including labor contracts, public records law, privacy and confidentiality requirements, due process and just cause standards, and other laws and regulations applicable to County government.

The awarded firm, organization, or individual will use an [*equity-focused](#) and [*trauma-informed](#) lens to identify where formal and informal policies and practices have been shown to support or further institutional racism and/or create unjust barriers to hiring, retention, or development of employees in protected classes. Protected classes include race, national origin, ethnic backgrounds, religious beliefs, sex, sexual orientation, gender identity, individuals with a disability, pregnancy and age. The firm, organization, or individual awarded a County Services Contract may also identify any current activities, policies and/or programs that support safety, trust, and belonging. The goal of the review is to provide recommendations for how the County can foster a work environment that fosters safety, trust and belonging. (***NOTE:** Pres Ctrl + Click to follow the links.)

This project will be led by the County Chief Operating Officer (COO) and the awarded firm, organization, or individual will partner closely with the COO and other County entities, including the Office of Diversity and Equity, Central and Department Human Resources Offices, County leadership, and representatives from County Employee Resource Groups. The County will provide administrative support as needed and will make employees available for interviews and focus groups on paid time. The awarded Contractor's work will happen simultaneous to and in tandem with the creation and implementation of the County's [*Workforce Equity Strategy](#) (anticipated plan completion spring 2018). (***NOTE:** Pres Ctrl + Click to follow the link.)

Based upon this review, the awarded Contractor will make concrete recommendations for changes or improvements to current policies, practices, and structures in order to remove or combat institutional racism and promote equal employment, and for a fully inclusive and supportive workplace for people in protected classes with a focus on employees of color. These recommendations should include detail sufficient to be measureable and should include recommended timelines for implementation.

DELIVERABLES

The awarded firm, organization, or individual will be expected to, at minimum, provide a detailed narrative report and set of concrete recommendations, including the following milestones:

- Draft set of recommendations and overview of findings for review by the COO, Central Human Resources, and the Office of Diversity and Equity by April 2018;
- final report and recommendations, in a format that is easily understood by a wide range of audiences, by June 2018; and
- final briefing for the County Chair, Commissioners, and their staff.

METHOD OF AWARD

Through this RIP process, the County is seeking to award one (1) County Services Contract (see Attachment D), anticipated to begin mid- to late-February 2018. The award, as determined by the County, will be made to the Proposer who submits the highest scoring Proposal over the required minimum passing score of 70% on the written Proposal responses. The County does not guarantee that a Proposer will be awarded a Services Contract as a result of this RIP process. **Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.**

ESTIMATED PURCHASES

The Office of the Chief Operating Officer has budgeted approximately \$150,000 for the Scope of Work and Deliverables outlined in this RIP. The maximum value of any County Services Contract awarded from this RIP process is \$150,000. The County does not guarantee that any minimum of services will be purchased.

METHOD OF CONTRACTING

The successful Proposer will enter into negotiations for a Services Contract with the County prior to providing services. A sample County Services Contract with Exhibits is attached to this RIP as Attachment D.

Proposers must review the Standard Terms and Conditions of the sample County Services Contract (see Attachment D) and include any exceptions they may have to the County's Standard Terms and Conditions in their response to this RIP. **If a Proposer has any exceptions to the Service Contract terms and conditions they must be stated in Attachment A, *Exceptions to Contract Terms and Conditions*, and submitted with the Proposal (Attachment A will not count against the 12 page limitation).**

TERM OF CONTRACT

A one-year County Services Contract may be awarded at the end of this RIP process and will include the option to renew annually on the Contract's anniversary date for up to four (4) additional one-year terms, but in no event shall the total term of the Contract awarded under this RIP process exceed five (5) years. Solely at its option, the County reserves the right to exercise any or all of the annual options by amendment to the original Contract. Under no circumstances will the total Contract value amount of \$150,000 be exceeded under the awarded Contract.

CONTRACT NEGOTIATIONS

The County will initiate Contract negotiations with the responsive and responsible Proposer with the highest scoring Proposal above the minimum passing score of 70%. Multnomah County may, at its option, elect to negotiate general Contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a Contract, the County reserves the right to terminate the negotiations and initiate Contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a Contract agreement is reached.

Please note that the County Services Contract awarded under this RIP will incorporate the terms of this RIP as well as the entire response provided by the successful Proposer. Any terms negotiated that differ from those outlined in this RIP, the Proposer's response, the County Services Contract and any of its Exhibits and/or Attachments will be specified in a Special Terms and Conditions section of the final County Services Contract.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in the table below and in Exhibit 2 of the sample County Services Contract (see Attachment D). Please review these requirements carefully as the Proposer awarded a Contract under this RIP will be expected to have the required insurances in place with documentation provided to the County Risk Office by the Contract start date (anticipated to be mid- to late-February 2018).

Type of Insurance	Amount Per Occurrence	Amount in Aggregate
Professional Liability	\$1,000,000	\$2,000,000
Commercial General Liability	\$1,000,000	\$2,000,000
Additional Insured Endorsement	Separate Document Tied to CGL Above	N/A
Commercial Auto Liability	\$1,000,000	N/A
Workers Compensation	\$500,000 (Sole Proprietors working as Independent Contractors with no employees not subject to WC requirement; see Exhibit 4 in Sample Services Contract, Attachment D)	N/A

INVOICES & PAYMENT

Invoices: All invoices shall be prepared on awarded Contractor's letterhead or standard invoice form and shall include:

1. Contractor's name, address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date;
4. Multnomah County Contract number 440000XXXX; and,
5. Any additional information required in Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms) of the finalized County Services Contract.

Payment: It is Multnomah County's policy to make recurrent Contract payments to Contractors via electronic payment. The Proposer awarded a County Services Contract under this RIP will have the option to receive payments through Automatic Clearinghouse (ACH) or by credit card via ePayables. The County shall pay the Contractor's invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized Services Contract.

REALISTIC PROPOSALS

It is the expectation of the County that Proposers can fully satisfy the obligations of the Proposal in the manner and timeframe defined within the Proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

To be considered responsive, each Proposer must completely respond to the following minimum Proposal submittal requirements and submit the required attachments as identified in the Proposer Checklist on page 10 of this RIP document. Any Proposal that does not fully meet the minimum Proposal submittal requirements of this RIP **will be rejected**.

1. The Proposal response must be received by Tamara Bertell, Contract Specialist, in the DCM (Department of County Management) Business Services Contracting email in-box at dcn.contracting@multco.us by 4:00 PM on December 22, 2017. Proposals received at 4:01 PM or after on the due date will **not** be accepted.
2. Proposers must submit one (1) original complete copy of their Proposal **via email only** as directed above in Item 1 as a Word (.doc or .docx format) document, or as a PDF (.pdf). **Proposals received in formats other than .doc/.docx or .pdf will not be accepted.**
3. Proposals must be typed and be single-spaced, space-and-a-half, or double-spaced in a letter size (8.5" x 11") paper format. All pages must be numbered in the footer section. Margins must be at least ½" (0.5) on all sides. Font size can be no smaller than 11-pt. If a Proposal is submitted as a .pdf document, the text must be easily readable and not distorted. **Handwritten Proposals will not be accepted.**
4. The **total number of pages must not exceed 12 pages**; this equates to not more than six (6) sheets of paper that are printed on each side (double-sided or duplex). **Attachments and supporting documents not specifically required by this RIP will not be evaluated.** Pages in excess of the page limitation (12 pages) will not be evaluated (the page limit does not include attachments required to be submitted with a Proposal; see page 10, PROPOSER CHECKLIST for attachments and documents that must be returned with the Proposal).
5. Proposers **must respond to all questions** listed under the section, PROPOSAL QUESTIONS AND SCORING CRITERIA. Proposers **must restate each question and use the same numbering sequence** as found in this RIP and then provide their response to each question.

6. All Proposers are required to submit a **HAND-SIGNED (no electronic signatures)** Proposer Representations and Certifications form (Attachment B). Failure to sign a completed Proposer Representations and Certifications form will result in rejection of the Proposal.

EVALUATION PROCESS FOR WRITTEN RESPONSE

All Proposers must provide written responses to questions 1 through 9 in the following section, PROPOSAL QUESTIONS AND SCORING CRITERIA.

Written Proposal responses will be evaluated and scored by a panel of Evaluators convened specifically for the purpose of rating the Proposals submitted under this RIP. Each Evaluator shall independently assign a score to each question's evaluation criterion/criteria based on his/her independent review and evaluation of the written Proposals. Final scoring by each Evaluator will then be summed, and the total scores of each Evaluator will be added together and divided by the number of Evaluators in order to determine the final score. The Contract award will be made to the highest scoring Proposal based on the written Proposal scores. The maximum score available is 100 points. Proposers scoring less than 70 points will not be considered for a County Services Contract award under this RIP.

PROPOSAL QUESTIONS & SCORING CRITERIA

Proposers must answer **all** of the following questions to achieve a maximum score. Proposals may receive up to 100 maximum points, with the specified number of points indicated for each question below. Seventy-five percent (75%) of the scored questions are reserved for Program Scope/Qualification questions with the remaining 25% reserved for Responsible Business Practice questions, which include practices that are environmentally friendly, socially equitable, and/or have a positive economic impact in the community.

Proposers **must provide a written response** to the following questions. (Proposers: You must restate each question and use the same numbering sequence as found below in the RIP and then provide your response to each question. The total number of pages, including restatement of the questions, must not exceed 12 pages).

PROGRAM SCOPE/ QUALIFICATION QUESTIONS (QUESTIONS 1-6) – 75 TOTAL POINTS POSSIBLE

1. Experience Analyzing Large Public Organization HR Policies, Practices and/or Structures – 15 Total Points Possible

Question: Describe your, if sole proprietor, or your firm's or organization's specific experience analyzing the human resources policies, practices, and/or structures of a large public organization. If you do not have this specific experience, please reference any similar experience and how it would relate to this project as described in the Introduction, Scope of Work and Deliverables sections of this RIP.

Evaluation Criteria: Proposer describes experience analyzing HR policies, practice, and/or structures of a large public organization; uses examples and describes how this past work would support or aid in the project described in this RIP. If Proposer does not have experience with large public institutions and/or HR structures, Proposer describes other experience and is able to clearly and directly relate this work to the skills and knowledge needed for the analysis described in this RIP.

2. Experience Evaluating or Understanding Issues of Institutional Oppression and Resultant Trauma – 15 Total Points Possible

Question: Describe your, if sole proprietor, or your firm's or organization's experience evaluating or understanding issues of institutional oppression and racism, and the resultant trauma, in organizations, as well as strategies to address them while fostering safety, trust and belonging for all employees. If you do not have this knowledge, how would you address these issues and incorporate these frameworks into your analysis?

Evaluation Criteria: Proposer describes past experience evaluating and/or understanding how institutional oppression manifests in organizations and cites examples of work and recommendations made, and describes an understanding of the role of safety, trust, and belonging for employees in organizations. If Proposer does not

have this explicit experience, Proposer describes a thorough understanding of institutional oppression and trauma, and how it manifests in organizations; demonstrates an understanding of the role of safety, trust and belonging for employees in organizations; and references related work the organization or individual has performed, while clearly and directly relating this work to the skills and knowledge needed for the analysis described in this RIP.

3. Experience Working on High-profile Projects in a Collaborative Environment – 10 Total Points Possible

Question: Describe your, if sole proprietor, or your firm's or organization's experience working on high-profile projects in a collaborative environment; how you or your firm or organization does or will ensure that all stakeholders are present and all viewpoints are considered; and specifically, how you or your firm or organization will ensure alignment and collaboration with project managers and stakeholders developing the Workforce Equity Strategy.

Evaluation Criteria: Proposer describes previous work on high-profile collaborative projects and demonstrates success in those projects; describes, with specific examples, how he/she or they balanced multiple and potentially contradictory perspectives; describes how he/she or they can relate the challenges of collaboration to the related challenges of institutional oppression, clearly demonstrating how she/he or they would address institutional oppression in his/her or their design of collaborative work; and be able to demonstrate how she/he or they will align with, be informed by, or work with the Workforce Equity Strategy development group(s).

4. Project Design – 15 Total Points Possible

Question: Please describe in detail how you, if a sole proprietor, or your firm or organization would design this project. What activities would you perform? How will your design align with a framework of equity, empowerment, safety, trust, and belonging? What, if any, variables do you think may affect the delivery of the deliverables described in this RIP?

Evaluation Criteria: Proposer outlines a clear set of activities and articulates how these activities will be appropriate to a public institution and will result in a set of detailed findings and recommendations focused on creating safety, trust, and belonging; demonstrates awareness of possible challenges and suggests ways to surmount them; and describes activities that are collaborative and designed to center the experiences of oppressed groups while acknowledging and working successfully within the constraints of a large public institution.

5. Fixed Base Price & Hourly Rate – 10 Total Points Possible

Question: Please propose a fixed price for the base project as well as an hourly rate that would apply if additional consultation beyond the original scope of the project is needed.

Evaluation Criteria: Proposer details how his/her or their fixed price fits within the project budget of \$150k or less is reasonable compared to the duties assigned, justifying the fixed price based upon staffing and other activities performed, and proposes an hourly rate for additional consultation that is within market standards.

6. Project Timeline – 10 Total Possible Points

Question: Describe, in detail, your, if sole proprietor, or your firm's or organization's ability to meet the desired timeline described in RIP, or if you feel the timeline is not reasonable, please describe why and provide a proposed a revised schedule of each deliverable. Please also provide details about items or issues that you think may impact the timelines once the project begins.

Evaluation Criteria: Proposer explicitly describes how she/he or they can perform his/her or their activities within the desired timeline outlined in this RIP, including a draft timeline with dependencies; and includes

predictions of challenges to the desired timeline with suggestions to address these challenges up front. Proposers may suggest a proposed revised timeline clearly outlining why the timeline should be adjusted, and articulates the benefits of the proposed revised timeline.

RESPONSIBLE BUSINESS PRACTICE QUESTIONS (Questions 7-9) – 25 TOTAL POINTS POSSIBLE

Multnomah County seeks to partner with vendors who demonstrate a commitment to responsible business practices and sustainable operations that ensure minimal adverse impact on the environment and promote social equity in business operations. Responsible business practices at Multnomah County are driven by the Triple Bottom Line of Sustainability: Practices that are environmentally friendly, socially equitable, and have positive economic impacts for our community

The 25 points assigned to this category are broken down as follows: Environmental Considerations (10 points), Social Equity (10 points) and Economic Impact (5 points).

7. Environmental Considerations – 10 Total Points Possible

Preface: The County has an interest in measures used by its Contractors to ensure sustainable operations with minimal adverse impact on the environment and values preserving environmental resources in the areas of toxic reduction, energy conservation, water conservation, and waste management. Ten percent (10%) of the total possible points to be awarded in this RIP have been assigned to the Environmental Considerations criteria below.

Question: Please describe your organization’s commitment to sustainable business practices, which might include, but are not limited to, a formal sustainability program or policy; workplace practices that use electronic communication to submit reports and invoices electronically; use of post-consumer recycled materials; use of alternative fuel vehicles and/or route optimization for business travel; recycling and/or waste management measures; energy conservation plans; water conservation policies; and/or use of certified green cleaning products in the office.

Evaluation Criteria: Proposer describes in detail sustainable business policies, efforts, practices and/or processes used in daily business operations as well as how these practices will be used in the delivery of services outlined in this RIP.

8. Social Equity – 10 Total Points Possible

Preface: The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this RIP have been assigned to the Social Equity criteria below.

Question: Describe in detail your, if sole proprietor, or your firm’s or organization’s 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: Proposer demonstrates through stories and metrics how he/she or the firm or organization has created new ways to conduct successful workforce recruitment, hiring, retention, internship, and succession planning.

9. Economic Impact – 5 Total Points Possible

Preface: The County values the community as a whole and believes those providing and receiving services should have a positive economic impact in the community, both as a result of the delivery of services and as a result of performing work that makes long term positive changes to our hierarchical systems and incorporates those in our community who are most affected by inequities. It is the County’s desire to create

full and equal access to opportunities for all people that enable them to attain their full potential. We pay particular attention to the development of income and wealth for communities most affected by inequities.

Question: Please describe how your, if sole proprietor, or your firm's or organization's service delivery model has positive economic impacts for your clients and the communities your business serves.

Evaluation Criteria: Proposer describes how the business's service delivery model helps the clients and communities it serves to have positive economic impacts, which might include developing an internal workforce from the community, and/or providing services that aid staff, clients or community members in obtaining job skills, and/or assisting in building a business community where services are delivered.

END OF PROGRAM SCOPE/QUALIFICATION & RESPONSIBLE BUSINESS PRACTICE QUESTIONS

PROPOSER CHECKLIST

The following is a checklist of items that must be included with each Proposal submission. Failure to provide each item may result in rejection of the Proposal. ***The checklist itself is for Proposer use and does not need to be submitted.***

✓	ATTACHMENTS & PROPOSAL RESPONSE	RETURN WITH PROPOSAL
	Attachment A: Exceptions to Contract Terms and Conditions	YES (ONLY if you have exceptions)
	Attachment B: Proposer Representations and Certifications	YES
	Attachment C: Proposal Response Cover Page	YES
	Attachment D: Sample Service Contract with Exhibits	NO
	Responses to Proposal Evaluation Questions	YES

END OF PROPOSER CHECKLIST

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 as a result of this RIP.
- F. REALISTIC PROPOSALS** It is the expectation of the County that Proposers can fully satisfy the obligations of the Proposal in the manner and timeframe defined within the Proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.
- G. REJECTION OF PROPOSAL** Multnomah County reserves the right to reject any or all responses to this RIP including but not limited to the right to:
1. Cancel this RIP solicitation at any time and not award a Contract;
 2. Award a Contract in part;
 3. Reject any and all Proposals in whole or in part; and
 4. Waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.
- H. LATE PROPOSAL** Proposals received after the scheduled closing date for filing will not be reviewed and will not be returned to the Proposer.
- I. 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.
- J. CLARIFICATION OF RESPONSES** Multnomah County reserves the right to request clarification of any item in a Proposer's Proposal or to request additional information prior to evaluation necessary to properly evaluate a particular Proposal. All requests for clarification and responses shall be in writing and issued through contact person named on the cover sheet of this RIP. 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 Evaluator.
- K. 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.**

- L. PUBLICITY** Any publicity giving reference to the project described in this RIP, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County.
- M. CONFLICT OF INTEREST** Proposers are required to certify (in the Proposer Representations and Certifications form; see Attachment B) 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.
- N. COLLUSION** Any Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in the submitted 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.
- O. 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.
- P. 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. Contractors must be certified before a Contract is executed.
- Q. 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.
- R. SUSTAINABLE PURCHASING & RESPONSIBLE BUSINESS PRACTICES** In 2010, Multnomah County initiated 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.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RIP responses:

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Waste management and reduction plans;
5. Alternative fuels and transportation plans;
6. Sustainable purchasing;
7. Supplier diversity;
8. Fair trade and labor policies; and/or
9. Community engagement and support for underserved populations.

S. 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.

T. 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.

U. MULTNOMAH COUNTY SERVICES CONTRACT The Proposer awarded a Contract under this RIP will be required to execute a Multnomah County Services Contract, a sample of which is attached to this RIP as Attachment D. ***If Proposer has any exceptions to the contract terms and conditions, they must be stated in writing as an attachment to your proposal (see Attachment A), which will not count against the 12 page limitation).***

ATTACHMENT A:
EXCEPTION TO CONTRACT TERMS & CONDITIONS

(Reference: See page 4 of this RIP, METHOD OF CONTRACTING, and page 13, INSTRUCTIONS TO PROPOSERS, ITEM U)

Proposer to insert text if they have any exceptions to the sample Services Contract Terms and Conditions, or Exhibit 1: Statement of Work (see Attachment D, sample Services Contract)

**ATTACHMENT B:
PROPOSER REPRESENTATIONS AND CERTIFICATIONS**

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

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

PROPOSER NAME: _____

ADDRESS: _____ City, State, Zip

TELEPHONE NO: _____

STATE OF INCORPORATION: _____ DATE OF INCORPORATION: _____

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

OREGON MWESB
CERTIFICATION NUMBER: _____

☐ Minority Owned ☐ Woman Owned ☐ Emerging, Small ☐ N/A

ASSURANCES - The Proposer attests that:

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

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
7. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political

subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

CERTIFICATION REGARDING CONFLICT OF INTEREST

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

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

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

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

**ATTACHMENT C:
PROPOSAL RESPONSE COVER PAGE**

(Proposers: Attach this cover page as the first page of your Proposal; it will not count against the 12 page limit for Proposal Question responses)



REQUEST FOR INTERMEDIATE PROPOSALS (RIP)

FOR

Consultant Services:

Human Resources (HR) Practices & Policies Review

RIP # 4000006252

PROPOSER (BUSINESS) NAME: _____

Address: _____

Telephone: _____

Email: _____

MWESB Certification Number (if applicable) _____

Assurances: The Proposer attests that the person signing this Proposal has the authority to submit a Proposal and to represent the Proposer in all phases of this procurement process; the information provided herein is true and accurate; and any false statement may disqualify this Proposal from further consideration or because of Contract termination.

Signature of Authorized Person:

Signature: _____ Date: _____

Name (print) & Title: _____

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

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

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

The Parties agree as follows:

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

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

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

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

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

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor
4	Worker's Compensation Exemption Certificate

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

CONTRACTOR SIGNATURE

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

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

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

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: _____

Date: _____

County Attorney Review:

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

By Assistant County Attorney: _____

Date: _____

SAMPLE SERVICES CONTRACT WITH EXHIBITS

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 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:
- 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;
 - Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - Coerce the political activity of any person;
 - Deceive or willfully obstruct anyone from competing for employment;
 - Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - 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.
-

[Insert Department Name Here]
ADDITIONAL TERMS AND CONDITIONS

[Guidance: This section is optional for departments who need additional terms and conditions. Item numbers should begin with 1. Remove this section if this does not apply to your department.]

SAMPLE SERVICES CONTRACT WITH EXHIBITS

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: [insert contract number]**EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS**

1. **Contractor shall perform the following Work:**
[Enter information]
2. **The maximum payment under this Contract, including expenses, is \$[enter total amount].**
3. **Contractor shall be paid for Work on the following basis:**
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]

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 440000XXXX
INSURANCE REQUIREMENTS

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

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

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

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

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage.

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

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

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limit can be met with Excess/Umbrella Liability coverage.

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

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

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

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

☐ If this box is checked the limits shall be \$X,000,000 per occurrence.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

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

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

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

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

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

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

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

SAMPLE SERVICES CONTRACT WITH EXHIBITS

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

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

Contractor Printed
Name: _____

Contractor
Signature: _____

Contractor Title: _____

Date: _____