



REQUEST FOR QUOTE (RFQ)

Veterinary & Surgical Services and/or Emergency Services

Release Date: May 5, 2020

TO: Local Licensed Veterinarians

The Marion County Community Services Department – Dog Services is soliciting written quotes from vendors for: **VETERINARY & SURGICAL SERVICES** and/or **EMERGENCY SERVICES**.

The purpose of this RFQ is to obtain price quotes to include, but not limited to veterinary surgical services and/or emergency services for animals (primarily dogs) under the care of Marion County beginning July 1, 2020 through June 30, 2023. These services are to be provided at the veterinarian's clinic during regular business hours. Emergency services may occur after regular business hours. Several contractors may be selected to provide services under this request for quote process. Please feel free to give us a quote on only one, or all of the requested services.

Marion County is currently under contract with a few local veterinarians to provide these services. This quote process will allow Marion County to expand its pool of qualified veterinarians who can provide animal care to the shelter.

A W-9 form and proof of insurance will need to be submitted at time of contract negotiation.

SURGICAL SERVICES:

Marion County is seeking quotes from qualified, licensed, local veterinarians, animal shelters, or humane societies to perform various veterinary surgical services, primarily on dogs, to allow healthy dogs to be adopted by the public. Planned surgical services include, but are not limited to, spay/neuter, hernia repair, mass removal, tooth extraction, dental scaling and polishing.

Services are at the request of Marion County Dog Services (MCDS). Requests for services and appointments will be made by authorized MCDS staff, and in coordination with the contracted veterinarian. The services requested will be performed at the contractor's veterinary clinic during regular business hours, unless it is an emergency. MCDS will provide transportation of the animals scheduled for surgical intervention, to and from the veterinary clinic. While the total number of dogs requiring surgical services varies, generally there are 10-15 dogs per week; however, if there are several responses to this RFQ that result in multiple contracts with the County, the number of dogs referred to your clinic would be based on veterinary clinic availability.

Quotes submitted for surgical services shall be a flat rate, per dog, for each itemized service listed. Quoted fees shall include all necessary and appropriate methods, supplies and means to complete the requested service in compliance with generally accepted surgical practices of the nationally recognized American Veterinary Medical Association. This may include, but not limited to, pre-anesthetic sedation, analgesia along with any appropriate post-surgical monitoring as deemed appropriate by the veterinarian on a case-by-case basis.

Marion County also requests a general public price list for any dog surgical and medical care that is not listed on this RFQ, along with any discounts that may be offered to Marion County for services provided by your clinic.

EMERGENCY SERVICES:

Marion County Community Services Department – Dog Services is seeking quotes from qualified, licensed, local veterinarians to perform various emergency care services, primarily on dogs, at their veterinary clinic, during business hours.

Quotes submitted for emergency services shall be at a discounted rate off the total care to that which is billed to the public for the identical services. Fees billed to Marion County shall be inclusive of all necessary and appropriate methods, supplies and means to complete emergency care in compliance with generally accepted practices of the nationally recognized American Veterinary Medical Association. This may include, but not limited to, pre-anesthetic sedation, radiograph and ultrasound services, subcutaneous fluid therapy, and analgesia along with any appropriate post-surgical monitoring as deemed appropriate by the veterinarian on a case-by-case basis.

For Emergency Services, Marion County requests quotes for a discounted percentage off the total public billing rate for identical services that can be offered to Marion County for the services provided by the veterinarian at the veterinary clinic.

Please submit Quote to:

Marion County Community Services Department
Attn: Krista Ulm
555 Court St NE, Suite 3120, Salem, OR 97301
Phone: 503-373-4447 Fax: 503-373-4460
or Email: kulm@co.marion.or.us

- **QUESTIONS:** You may submit questions in writing to Krista Ulm at kulm@co.marion.or.us.
- **AWARD PROCESS:** Marion County Community Services Department reserves the right to enter into contracts with multiple vendors based on price and the ability to meet the County's requirements & needs.

Company Name: _____

Primary Contact Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Authorized Signature: _____

Date

EVALUATION CRITERIA:

Quotes will be evaluated and ranked on the criteria below that best fits the County’s needs in the County’s sole discretion. Ordinarily, quotes will be evaluated to identify the “lowest responsible Offeror(s).” The “lowest responsible Offeror(s)” is the lowest Offeror who has substantially complied with all requirements of the RFQ and who can be expected to deliver promptly and perform reliably in the County’s sole discretion.

You may bid on one or all of the services described below.

DESCRIPTION OF <u>VETERINARY & SURGICAL</u> SERVICES	Itemized Price Per Service	% Percent Discount	Total Price Per Service
Surgical Services: Quote must contain a generalized price list along with any discounts offered to Marion County Dog Services			
Spay	\$ _____	%	\$ _____
Spay – in heat	\$ _____	%	\$ _____
Spay – pregnant	\$ _____	%	\$ _____
Spay – pyometra	\$ _____	%	\$ _____
Neuter	\$ _____	%	\$ _____
Neuter - cryptorchid	\$ _____	%	\$ _____
Hernia repair	\$ _____	%	\$ _____
Mass removal	\$ _____	%	\$ _____
Tooth extraction	\$ _____	%	\$ _____
Dental scaling & polishing	\$ _____	%	\$ _____
Amputation	\$ _____	%	\$ _____
	\$ _____	%	\$ _____
	\$ _____	%	\$ _____
	\$ _____	%	\$ _____
Total Price:			

DESCRIPTION OF <u>EMERGENCY</u> SERVICES	Itemized Price Per Service	% Percent Discount	Total Price Per Service
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Emergency Services: Quote submitted shall be the customary public rate for emergency services less any discounted percentage offered to Marion County Dog Services			
	\$ _____	%	\$ _____
	\$ _____	%	\$ _____
	\$ _____	%	\$ _____
	\$ _____	%	\$ _____
Total Price:			

ADDITIONAL INFORMATION:

1. Contract/Purchase pursuant to ORS 279A and Marion County’s procurement rules.
2. Marion County reserves the right to:
 - a. reject any and all quotes if it is in the County’s best interest to do so
 - b. amend the quote solicitation
 - c. not to award a contract for requested Veterinary or Emergency Services
 - d. award a contract to more than one vendor
 - e. extend the deadline for submission of quote
 - f. waive any irregularities or informalities in any quote
 - g. accept the quote(s) deemed to be the most beneficial to the public and Marion County
 - h. negotiate the final statement of work
3. TERM: Selected vendor(s) shall hold prices firm for one (1) year. Dependent upon the availability of funding, term of purchasing could be for up to a total of five (5) years. Department and selected vendor(s) may negotiate as industry prices change.
4. Offeror shall complete and return Attachment A: Offeror Representatives and Certifications form along with quote.
5. By submitting a Quote, Offeror shall accept all terms and conditions of the Contract for Services shown in Attachment B of this RFQ.

THANK YOU FOR YOUR INTEREST IN PROVIDING QUOTES!

ATTACHMENT A: 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 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.

OFFEROR NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

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

CCB/CERTIFICATION/LICENSE NUMBER: _____

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) (j)(b);
4. Any false statement may disqualify this offer from further consideration or because of contract termination; and
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 may 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 _____

ATTACHMENT B: CONTRACT FOR SERVICES

MARION COUNTY CONTRACT FOR SERVICES

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and [Insert Name], [a/an Corporation, non-profit, etc.] hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on [insert date]. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond [insert date or event].

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[Insert amount]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to

the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney 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 either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. 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 13C, 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.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B 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 13C 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 13C or 13D 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.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. 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.

19. 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.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by 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 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If 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.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

- \$1,000,000 Per occurrence limit for any single claimant;
- \$2,000,000 Per occurrence limit for multiple claimants; and
- \$500,000 Per occurrence limit for any single claimant;
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County **Not required by County.**

- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

**

To County:

Community Services Department
555 Court Street NE, Suite 3120
P.O. Box 14500
Salem, Oregon 97309

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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 to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. *(Insert project background information, County objectives and any other general information that may be helpful to describe the context of this contractual relationship. This information may come from your solicitation document.)*

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. *(Describe specific services to be performed, deliverables to be provided, Goods to be delivered, the delivery schedule for the services, deliverables and Goods, including documents and reports, if any, to be created and delivered as part of the services. An individual reading the Contract must be able to easily answer the following questions: a. Who is purchasing? b. Who is selling? c. What is being purchased? d. How much is being purchased? e. When will it be delivered? f. How much will be paid and what is the payment method? g. When will payment be made? Be specific, clear, concise and complete when describing the intended performance obligations of the parties).*

C. SPECIAL REQUIREMENTS. *(Insert: special terms and conditions applicable to this Contract.)*
[OPTION:] Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

OPTION FOR REQUIREMENT THAT CONTRACTOR PROVIDE KEY PERSONS:

i. KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name, title, identify the specific services each Key Person is required to perform.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is

\$ [NOTE: THIS AMOUNT SHOULD EQUAL THE TOTAL AMOUNT

PAYABLE UNDER EX. A, SECTION 2.A PLUS THE TOTAL AMOUNT AUTHORIZED FOR REIMBURSEMENT UNDER EX. A, SECTION 2.C AND THE AMOUNT IDENTIFIED UNDER 2. COMPENSATION.]

A. METHOD OF PAYMENT FOR SERVICES. **OPTION-COMBINATION FIXED PRICE AND HOURLY RATE:** County shall pay Contractor \$ _____ for _____.
County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for _____.

B. BASIS OF PAYMENT FOR SERVICES. **OPTION 1 -** Full completion. County shall pay Contractor all amounts due under this Contract in one payment upon County's approval of Contractor's invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.

OPTION 2 - Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services and Goods: **(list payment milestones)**

OPTION 3 - Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. **OPTION 1: No Expense Reimbursement -** County will not reimburse Contractor for any expenses under this Contract.

OPTION 2: County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$ _____.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Krista Ulm
Marion County Community Services Department
PO Box 14500
Salem, OR 97309
OR to CSreporting@co.marion.or.us