



## **MARION COUNTY**

# **REQUEST FOR PROPOSALS SAFETY CONSULTANT C25102-PW933-21**

**Release Date: June 14, 2021**

**Proposals Due Date: 3:30 p.m. Pacific Time on July 13, 2021**

**Refer Questions to:**

Tim Beaver  
Phone number: (503) 365-3100  
[TBeaver@co.marion.or.us](mailto:TBeaver@co.marion.or.us)

**Submit Proposals to:**

Marion County Public Works  
Attn: Tim Beaver  
5155 Silverton Road NE  
Salem, OR 97305

**Electronic copies of this RFP and attachments, Addenda, and notices, if any, can be obtained by viewing Marion County Opportunity Number C25102-PW933-21 at:**

**Through June 14, 2021 at the ORPIN website <http://orpin.oregon.gov/open.dll/welcome>.**

**After June 14, 2021 at the Marion County website <https://www.co.marion.or.us/FIN/Pages/contracts.aspx>.**

Proposers shall be solely responsible to periodically check the listed sites for Addenda, including daily, as necessary to receive all Addenda and notices applicable to the RFP. The County will not be responsible for failure of Proposers to receive Addenda issued.

**All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.**

**TABLE OF CONTENTS**

	<b>Page</b>
1. INTRODUCTION .....	3
2. BACKGROUND .....	3
3. CONTRACT TERM.....	4
4. SCHEDULE OF EVENTS .....	4
5. SCOPE OF WORK.....	4
6. PRE-PROPOSAL CONFERENCE .....	5
7. INSTRUCTIONS TO PROPOSERS.....	6
8. CONTRACT FORM.....	7
9. EVALUATION.....	7
10. AWARD NOTICE AND ACCEPTANCE PERIOD .....	8
11. PROTEST AND APPEALS .....	9
12. TERMS AND CONDITIONS .....	9
13. ATTACHMENTS AND EXHIBITS .....	10
14. PROPOSAL SUBMISSION CHECKLIST FOR PROPOSERS.....	10
Attachment 1. Proposal Form .....	11
Attachment 2: Trade Secret Form.....	13
Attachment 3: Reference Form .....	14
Attachment 4: Cost Proposal Submission Form .....	15
Exhibit 1: County Contract for Services .....	16

## **1. INTRODUCTION**

Marion County Public Works Department (County) is currently seeking Safety Consultant services. The County is seeking proposals from individuals, firms, teams or consultants, hereafter called “proposer(s),” with demonstrated experience in writing and implementing safety programs and training resources in compliance with all local, state, and federal (i.e. Occupational Safety and Health Administration, a.k.a. OSHA) requirements, and proposes to engage the successful Proposer for the following services:

Develop and implement safety programs and trainings that satisfy business needs and OSHA requirements. Development will include, but not be limited to: Observation of work performed by County staff, interviewing key staff, research into industry best practices and existing standards. Consultant will also be required to provide written programs, training materials and training resources, and other reports as required to meet the objectives detailed in section 5, Scope of Work.

All firms submitting proposals are referred to as proposers in this document; after negotiations, the awarded Proposer will be designated as Consultant.

## **2. BACKGROUND**

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 333,950, stretches from the Willamette River to the Cascade Mountains and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon’s capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven departments of which are headed by elected officials.

Marion County Public Works consists of five divisions, each headed by a Division Manager and overseen by the Public Works Director. The Administration Division functions primarily as the operational support unit for the other divisions and consists of administrative, accounting, communications, and fleet services. The Operations Division functions primarily as the County’s transportation operations team, which consist of road crews, bridge crews, ferry crews, and sign maintenance crews. The Engineering Division functions primarily as the County’s engineering team, which consists of traffic engineers, surveyors, construction/project engineers, and related administrative/technical support. The Environmental Services Division functions primarily as the County’s environmental operations team, which consists of solid waste system personnel, stormwater personnel, and parks maintenance personnel. This division also operates two County-owned solid waste facilities. The Building and Planning Division functions primarily as the County’s planning and building inspection team, which consists of land use planners and building inspectors, as well as related administrative support.

There are approximately 271 employees (full-time, part-time, and temporary) within Public Works performing approximately 57 different job classifications. Some job classifications are the same across divisions, but might perform dramatically different tasks. For example, a medium equipment operator for Operations will not perform the same tasks as a medium equipment operator for Environmental Services. Additionally, job classifications within divisions may vary based upon their assigned function. For example, a medium equipment operator assigned to Parks may have different tasks than one assigned to Stormwater. It is essential that the Proposer understand the variations within these job classifications and develop safety programs and training resources accordingly.

### 3. CONTRACT TERM

The Contract is anticipated to start in July 2021. The Contract term shall be for one year. The parties may agree to extend the term of the Contract up to a maximum of two years.

### 4. SCHEDULE OF EVENTS

June 14, 2021	RFP issued
June 29, 2021	Questions concerning RFP and project emailed to TBeaver@co.marion.or.us <b>no later than 5:00 p.m. PST</b>
July 1, 2021	Answers to questions posted on ORPIN website
July 13, 2021	<b>Proposals are due no later than 3:30 p.m. PST</b> at Marion County Public Works, 5155 Silverton Road NE, Salem OR 97305 <i>Late submittals will not be accepted.</i>
July 20, 2021	Notification of selected proposer
August 4, 2021	Project commences

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

### 5. SCOPE OF WORK

Proposers responding to this RFP must be capable of performing the following tasks and services:

Development and provision of safety programs and trainings that satisfy business needs and OSHA and all other applicable regulatory statutes. Development will include, but not be limited to observation of work performed by County staff, interviewing key staff, and research into industry best practices and existing standards. Consultant will also be required to provide written programs, training materials and training resources and other reports as required, which must be approved by management and the Marion County Public Works Safety Committee.

Written programs and trainings shall be provided to the County in a proposed standardized template provided by the Consultant to be approved or modified by the County, and shall include but not be limited to:

- Bloodborne Pathogens
- Confined Space
- Crane & Hoists
  - Safety use, training and inspections
  - Load limits
- Chemical Handling
- Driving/Equipment Operation
  - Vehicles
    - Trucks
    - Equipment
    - All-Terrain Vehicle

- Snow Equipment
- Environmental Conditions (working in heat and cold)
- Electrical Practices
  - Arc Flash
  - Basic Safety
  - Powerlines – overhead, underground, damaged
- Ferry Operations
  - General Operations
  - Haul-out
- Hazard Communication
- Hazard Identification (training)
- Hazard Material Response (mostly complete)
- Incident Documentation (mostly complete)
- Lockout/Tagout
- Machine Guarding
- Medical Response
  - First Aid Kits
  - Medical Response
- Powered Industrial Trucks (forklifts)
- Personal Protective Equipment (Updates)
- Respiratory Protection
- Roadwork/Paving Operations
  - Chip Seal
  - Crack Seal
  - Paving
  - Shouldering
  - Vegetation Control
- Silica
- Trenching/Excavation
- Tower Climbing (mostly complete)
- Working from Heights
  - Fall Protection – general, training, equipment inspections
  - Ladders
  - Aerial Equipment
  - Falling Objects
- Welding

All trainings developed and provided shall meet a variety of learning styles (e.g. visual, auditory, written, hands-on, etc.) and be designed to be presented using a variety of methods (e.g. in-person, remote-learning, pre-recorded webinars, self-study modules, etc.) to effectively engage staff.

Work shall be completed according to the timeline provided by the Consultant as agreed to by the County.

## **6. PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference for this RFP.

## **7. INSTRUCTIONS TO PROPOSERS**

Proposers must submit one (1) original signed proposal and one digital copy (CD or flash drive) of proposal. Proposals are due at the County **no later than the time and date set forth in Section 4: Schedule of Events**. Envelopes or packages shall be clearly marked with the RFP number.

The proposal must include information responsive to items (a) through (h) set forth below. The proposal may not exceed a total of 25 single-sided, 8.5” x 11” numbered pages. The cover letter, resumes and other required documents are excluded from the total page count. Resumes must be included in an appendix to the proposal. Proposers must complete and submit **Attachment 1: Proposal Form**.

Proposers must include the following as part of their proposal:

- a. **Cover Letter.** The proposal must be submitted with a cover letter describing the proposer’s interest and commitment to the proposed project. The letter must include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.
- b. **Approach and Management Plan.** Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among proposer staff, County staff and any other parties that may have a significant role in the delivery of this program.
- c. **Qualifications and Experience.** Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
- d. **Staffing Plan.** Provide a staffing plan and an estimate of the total hours, detailed by position, required for the project tasks as outlined. Discuss the workload for all key team members and their capacity to perform the requested services for the project, according to your proposed schedule.
- e. **Work Plan and Schedule.** Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than July 1, 2021 and all public meetings, draft and final documents should be fully completed by January 1, 2022.
- f. **Cost Proposal.** The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories. Proposer must submit Cost Proposal using **Attachment 4: Cost Proposal Submission Form**.

- g. **Cost Control.** Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- h. **References.** Provide at least three (3) references (names, email addresses and current phone numbers) from recent projects similar in scope and size. Include a brief description of each project associated with the reference, and the role of the respective team member(s) who would be assigned to the project. Proposer must submit references using **Attachment 3: Reference Form.**
- i. **Additional Relevant Information.** The proposer may submit additional relevant information that may be helpful in the selection process (not to exceed the equivalent of two (2) single-sided pages). Additional relevant information counts towards the 25 page proposal maximum.

**8. CONTRACT FORM**

By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the **Sample Contract for Services (Exhibit 1)**. Proposer shall review the attached Contract for Services and note exceptions. Unless proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful proposer substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County’s acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County’s Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest ranking proposer.

**9. EVALUATION**

a. *Minimum Responsiveness.* In order to be responsive, each proposal will be reviewed for minimum responsiveness. Failure to meet minimum responsiveness may result in rejection of the proposal. Each proposal must comply with **Section 7: Instructions to Proposers** and include the following to be considered minimally responsive:

- Cover Letter
- Approach and Management Plan
- Qualifications and Experience
- Staffing Plan
- Work Plan and Schedule
- Cost Control
- Attachment 1: Proposal Form
- Attachment 3: Reference Form
- Attachment 4: Cost Proposal Submission Form

- b. *Evaluation Committee.* A County Evaluation Committee (CEC) will evaluate all responsive proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.
- c. *Categories.* The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	30
Scope of Work/Program Description	30
Cost Proposal	20
Total Points Possible	80
Interview/Presentation/Demonstration (optional)	20
<b>Grand Total</b>	<b>100</b>

- d. *Interviews.* Proposers may need to attend an interview. The project manager and any key team members should attend the interview. The determination as to the need for interviews, evaluation criteria, the location, order and schedule of the interviews is at the sole discretion of the County. The interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all presentation costs incurred to attend.
- e. *Best Value.* The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

**10. AWARD NOTICE AND ACCEPTANCE PERIOD**

- a. After the evaluation of proposals and final consideration of all available pertinent information, the County will either reject all proposals or issue a written notice of intent to award the contract. The notice shall identify the apparent best evaluated proposal and the notice shall be provided to all proposers submitting a timely proposal. The notice shall not create any rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Contract for Services in Exhibit 1 to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to promptly sign and return the contract drawn pursuant to this RFP and final contract negotiations, the County may cancel the award and award the contract to the next best evaluated proposer.



## **11. PROTEST AND APPEALS**

A proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. The protest must be submitted in writing by mail, courier or hand delivery to the Contracts and Procurement Manager within seven (7) days after issuance of the notice of intent to award the contract.

Marion County Finance Department  
Courthouse Square  
Attn: Camber Schlag  
555 Court St. Suite 4247  
Salem, OR 97301

All letters of protest shall clearly identify the reasons and basis for the protest. The Contracts and Procurement Manager will issue a written disposition in a timely manner as set forth in ORS 279B.410(4), which shall include the reason for the action taken and the process for appealing the decision. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.

## **12. TERMS AND CONDITIONS**

- a. *The Marion County Public Contracting Rules, found at <http://www.co.marion.or.us/FIN/Pages/contracts.aspx>, govern this RFP.*
- b. *RFP Amendment, Cancellation and Right of Rejection.*
  - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the ORPIN website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
  - ii. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. *Confidentiality.* The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law, that proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each proposer to consult with its own legal counsel regarding disclosure

issues. If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, proposer has waived any future claim of non-disclosure of that information.

- d. *Proposer Responsible for Incurred Costs.* The County shall not be liable for any expenses incurred by proposer in both preparing and submitting its proposal or contract negotiation process, if any.

**13. ATTACHMENTS AND EXHIBITS**

Attachment 1: Proposal Form

Attachment 2: Trade Secret Form

Attachment 3: Reference Form

Attachment 4: Cost Proposal Submission Form

Exhibit 1: County Contract for Services

**14. PROPOSAL SUBMISSION CHECKLIST FOR PROPOSERS**

- Cover Letter
- Approach and Management Plan
- Qualifications and Experience
- Staffing Plan
- Work Plan and Schedule
- Cost Control
- Attachment 1: Proposal Form
- Attachment 2: Trade Secret Form (*optional*)
- Attachment 3: Reference Form
- Attachment 4: Cost Proposal Submission Form

**Attachment 1. Proposal Form**

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

TAXPAYER ID NUMBER: \_\_\_\_\_ DATE/STATE OF INCORPORATION: \_\_\_\_\_

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

CERTIFICATION/LICENSE NUMBER: \_\_\_\_\_

**The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:**

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

**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 item number 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.**

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

**The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.**

## Attachment 2: Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about July 13, 2021 (the "Proposal"), to Marion County in response to Request for Proposals C25102-PW933-21, for Job Safety Analysis consulting services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
  - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
    - i. is not patented; and,
    - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts; and,
    - iii. has actual or potential commercial value; and,
    - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
  - or
  - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
    - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and,
    - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

---

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

**Attachment 3: Reference Form**

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

***Project Reference #1***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Email Address for Contact Person #1: \_\_\_\_\_

***Project Reference #2***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Email Address for Contact Person #1: \_\_\_\_\_

***Project Reference #3***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Email Address for Contact Person #1: \_\_\_\_\_

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several proposers are close in the final evaluation, references may be used to select the best evaluated proposer.

**Attachment 4: Cost Proposal Submission Form**

In accordance with the Request for Proposal issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>SERVICES COST</b>				
<b>Category</b>	<b>Provide Details</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Amount</b>
<b>Project Manager</b>				
<b>Key Person 1</b>				
<b>Key Person 2</b>				
<b>Labor</b>				
<b>Reimbursable/Travel Expenses</b>				
<b>Other</b>				
<b>Total Cost</b>				

**Exhibit 1: County Contract for Services**

**The Contract for Services (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.**



**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 [OPTION 1: [INSERT DATE].] [OPTION 2: THE LATER OF [INSERT DATE], THE DATE ALL WARRANTIES HAVE EXPIRED OR THE DATE CONTRACTOR HAS COMPLETED ALL SERVICES IN ACCORDANCE WITH THE REQUIREMENTS OF THIS CONTRACT, AS DETERMINED BY COUNTY.] 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 REPORTS PROVIDED BY THE CONTRACTOR SHALL BE SUPPORTED BY DOCUMENTATION IN CONTRACTOR'S POSSESSION FROM THIRD PARTIES TO THE EXTENT AS APPLICABLE.

**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, 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; and
- \$2,000,000 Per occurrence limit for multiple claimants
- 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 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.**

**Bodily Injury/Death:**

- \$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.**

**Bodily Injury/Death:**

- 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:

[contractor]  
[address]  
[city, state zip]

To County:

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309  
Fax No. 503-588-5237

**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 [date of Closing of [bids/proposals] for/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;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**28. CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR. THE UNDERSIGNED CERTIFIES UNDER PENALTY OF PERJURY BOTH INDIVIDUALLY AND ON BEHALF OF CONTRACTOR IS A DULY AUTHORIZED REPRESENTATIVE OF CONTRACTOR, HAS BEEN AUTHORIZED BY CONTRACTOR TO MAKE ALL REPRESENTATIONS, ATTESTATIONS, AND CERTIFICATIONS CONTAINED IN THIS CONTRACT AND TO EXECUTE THIS CONTRACT ON BEHALF OF CONTRACTOR.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**[CONTRACTOR] SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_



**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 under this Contract.]***

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 1 - FIXED PRICE FOR EVERYTHING: County shall pay Contractor \$\_\_\_\_\_ for completing all Services and delivering all Goods required under this Contract.]

[OPTION 2 - FIXED PRICE PER DELIVERABLE AND GOODS: County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted: (CLEARLY SPECIFY DELIVERABLE AND FIXED AMOUNT FOR THAT DELIVERABLE)]

[OPTION 3 - HOURLY RATE UP TO MAXIMUM AMOUNT: County shall pay Contractor \$\_\_\_\_ per hour up to but not in excess of \$\_\_\_\_\_ for completing all Services required under this Contract.]

[OPTION 4 - 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. 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: [insert Dept Name] Department, [NAME]  
[Address 1]  
Salem, OR 9730X