

**MARION COUNTY**

**GRANT APPLICATION**

**MATERIALS MANAGEMENT PROGRAM GRANT**

**EARTHWISE GRANT PROGRAM 2021**

**PW1012-21**

**Release Date: October 6th, 2021**

**Proposals Due Date: 3:00 p.m. on October 22nd, 2021**

**Refer Questions to: Submit Proposals to:**

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Phone number: (503) 566-4159

rvanwoert@co.marion.or.us

# Marion County EarthWISE

# Grant Program 2021

# Materials Management Projects Grant

# INSTRUCTIONS and APPLICATION FORM

##### **APPLICATION DEADLINE:**

The State of Oregon has a [2050 Vision](https://www.oregon.gov/deq/FilterDocs/MManagementOR.pdf) in which Oregonians produce and use materials responsibly, conserve resources, protect the environment and live well. To accomplish this, Department of Environmental Quality (DEQ) uses a whole life cycle materials management approach to reduce the impacts of materials we use. Marion County Waste Reduction is shifting focus to support and enhance materials management in the communities within Marion County. Applicants may apply for up to $10,000.00 in funding.

Materials management is an approach to serving human needs by using/reusing resources most productively and sustainably throughout their life cycles, generally minimizing the number of materials involved and all the associated environmental impacts. This approach presents rich and transformative opportunities for all Oregonians to better protect our environment.

2021 Grant Schedule

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| --- | --- |
| **Application materials available** | **October 6th, 2021** |
| **Completed applications due to Marion County** | **October 22, 2021** |
| **Mandatory Meeting (estimated)** | **TBA** |
| **Grant awards announced (estimated)** | **November 1, 2021** |
| **Grant funds available** | **After grant contract is signed by all parties** |

**Use this application packet for Materials Management Project Grants ONLY.**

To access the EarthWISE construction and demolition consulting program please [contact: earthwise@co.marion.or.us](mailto:rvanwoert@co.marion.or.us?subject=EarthWISE/Durables)

###### Who can apply?

* Marion County Businesses.
* 501(c)(3) and (c ) 4 organizations residing in Marion County.
* Organizations created through intergovernmental agreements as allowed by ORS 190.010.
* Local governments including cities, tribes, metropolitan service districts, regional parks districts, sanitary districts, and regional air quality control authorities.

**What types of projects can be proposed in this grant category?**

Any project that reduces impacts of materials through their life cycle is eligible. This can include product redesign or production changes, marketing to reduce consumption, creating reuse infrastructure, and traditional recycling and composting collection and processing. Additionally, projects focused on outreach and educations of materials management are eligible for funding.

**What is a “Priority Area” Project?**

EarthWISE is encouraging grant proposals that further current priorities for implementing Oregon’s 2050 vision for materials management by awarding ***up to 10 points*** (out of a total of 100 possible points) for projects focused at least in part in one or more priority areas.  These priority areas are based on focuses in Marion County around material management for 2021/2022.

**Priority Areas Focus**

**Food Waste Reduction:**

* Prevent surplus food from being generated.
* Put the food to its highest and best use.
* Send less edible surplus food to compost or disposal.

**Multi-Tenant (commercial and residential):**

* Programs to assess or address recovery barriers
* Programs to develop best practices to reduce contamination or increase participation.
* Educational programs to help increase recovery of or reduce contamination from materials collected at multi-tenant facilities.

**Packaging and Materials:**

* Sustainable packaging.
* Sustainable purchasing programs or policies.
* Reusable materials as replacements for traditional disposable items.

**Reuse and Repair:**

* Commercial and creative focuses on building materials, household items, and textiles.

**Underserved Populations: (Projects or programs that focus on underserved communities within the County)**

* Rural communities.
* Fire-affected communities.
* Unsheltered communities.
* Latino and Russian communities.

**Will a project not in a priority area have a lower chance of being funded?**

###### Not necessarily. Priority area projects may receive *up to* 10 points; they may receive fewer. In addition, strong proposals for projects not in priority areas may receive up to 90 points and could score higher than priority area projects.

###### What costs are eligible for funding?

Grant funds may be used for (but are not limited to):

* Administrative costs
* Salaries and benefits for project personnel and payments to consultants or contractors
* Publications and other printed materials
* Machinery, vehicles, equipment, signs, containers and project-related supplies

###### What costs are NOT covered?

* Costs incurred for activities outside the scope of the grant agreement unless approved by Marion County Waste Reduction.
* Costs for which payment has been or will be received under another financial assistance program
* Ordinary operating expenses that are not directly related to the project.

**Is there a limit on the amount that can be requested?**

The grant awards are up to but no more than 10,000.00 dollars

**Are matching funds required?**

There is no grant matching funds requirement.

**Instructions for Filling out the Application Form:**

**General Information –**

**Question 1** is set to a limit of **300 words**; **Questions 2 – 4** are not set to a limit, but please try to limit your responses to **one page for each question**.

**Cover Page –**

Be sure to fill out all applicable items on the page

Proposal Form

**Project Overview**

**Provide a brief summary of your project.**

Concisely describe what the project will accomplish, the method(s) that will be used, who will benefit from the project and why it’s important. Limit your response to 300 words.

**Project Description**

**a. What environmental or public health need does this project address?**

Describe the problem or need this project will address and its relevance to the impact of materials on the environment. How was the need determined, and who helped determine it?

**b. What are the goals of the project?**

Describe the goals of the project and how they will address the identified need.

For education/outreach projects:

* Identify the specific behaviors of your targeted audience(s) the project intends to change
* Discuss, if any, your plans to identify the barriers to changing behaviors of your target audience.

**c. How will the project achieve those goals?**

Describe the work that will be accomplished, the methods that will be used, and the timeframe for that work**.**

If your project involves capital purchases of $5,000 or more, you *must* attach bid specificationsand quotes. You may *optionally* attach additional pages of photographs, diagrams, and relevant supporting documents.

**d. How will the project’s success in achieving the goals be measured?**

What performance measures will you use? How will you measure results and how often?

**Project Resources and Commitment**

**a. Identify the key people who will be involved in developing and implementing the project and describe the roles they will play.**

Discuss relevant experiences, accomplishments, and qualifications of the project officer and key personnel. If you will use a subcontractor, include subcontractor personnel (You may additionally attach resumes of key personnel.)

Describe how the project will be managed.

**b. How will your project be cost-effective?**

Demonstrate how costs are reasonable for the proposed work. Also include information on any cost saving efforts and other project resources such as cash match from partners, use of existing materials, refurbished equipment, volunteer labor, etc. **(Note:** Cash match will be required to be listed in the **Project Budget** form.)

**c. What community support do you have for the project?**

Please detail the support or advocacy from the project.

**Potential for Project Continuity/Ongoing Benefits**

**Describe any on-going benefits from this project after the grant period.**

* Describe how you will determine if this project will continue to achieve benefits beyond the grant period.
* If the project is planned to continue, describe the plans for how the project will be carried out and funded

(e.g., efforts to enlist community partners, methods of making the project self-funding, adjusting rates to provide

on-going funding)

* Discuss the potential for the project to serve as a model or to support other projects to reduce environmental

or public health impacts of materials.

**Project Budget –**

Be sure to fill out the form completely, including any cash match in the appropriate columns.

**Project Work Plan and Schedule –**

Include on the form all major activities planned and their expected dates of completion.

**Signatures –**

Authorized Signatures from each participating member are required. Please ensure enough time to secure them prior to the submittal deadline. A scanned copy of the completed Signature Page must be attached to the electronic submission.

**What happens if my grant is funded?**

If awarded a grant, the local government will enter into an agreement with Marion County and will administer the funds, oversee the project, and invoice Marion County for reimbursement. A grant agreement will not be issued unless the applicant and Marion County agree to the amount of money granted, how it will be spent, and what work will be performed before the grantee is paid. If a grantee uses a subcontractor, the grantee is responsible for monitoring the subcontractor’s work and ensuring that it meets the grantee’s obligations under the grant agreement Marion County.

**How will proposals be evaluated?**

Applications will be reviewed and ranked competitively by a panel of Marion County staff based on selection criteria in the grant itself. Grant applications must meet a minimum qualifying score and considered applications will be asked to meet with the selection committee to present highlights of their proposal. EarthWISE will then fund the highest-scoring projects.  See the criteria and evaluation factors below:

| Selection Criteria and Examples of Evaluation Factors  An application must receive a minimum score of 50 points (100 possible) to be considered for a grant. | Possible Points  100 |
| --- | --- |
| * Project is within one or more priority areas. | **10** |
| **Project Overview**   * Project clearly and concisely summarized. | **5** |
| **Project Description**   * Project is clearly described * Project addresses an important problem or need related to environmental or public health impacts of materials * Project goals address the problem or need * Work described is likely to achieve project goals in timeframe provided * Project’s success (or failure) in meeting goals will be effectively measured | **50** |
| **Project Resources and Commitment**   * Project will be managed and implemented in a manner likely to achieve project goals * Project will have community involvement and support * Project Budget is complete and clearly described * Project costs are reasonable for the work to be completed and outcomes achieved * Project work plan and schedule are clearly described * Work plan and timeline demonstrate project will be completed in realistic and reasonable timeframe | **20** |
| **Potential for Project Continuity/Ongoing Benefits**   * Project is likely to continue or support other projects that will reduce impacts of materials. | **15** |

##### **Is your application complete?**

## Ensure that you have a complete application package, including:

Completed cover sheet

All applicable questions answered completely  
 Bids and spec sheets for any capital expenditures of $5,000 or more  
 Budget, including cash match  
 Project work-plan and schedule  
 Required signatures scanned and attached to electronic document

1. INSTRUCTIONS TO PROPOSERS

Proposals are due at the County no later than the time and date set forth in the 2021 Grant Schedule on page 2. Proposals will be considered time-stamped and received by the County when they are received in the email inbox listed on the cover page. To assure that your Proposal receives priority treatment, please mark the email subject line as follows:

Proposers must include their name and address and contact information in the body of the email. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated submission deadline and email address. Pursuant to MCPCR 20-0460, The county shall not consider late offers, withdrawals or modifications, except as permitted in sections 20-0470 or 20-0261.

**Proposers must include the following as part of their proposal:**

* 1. **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. If working in a priority area for your project you must note this and identify how your project correlates to the priority area. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.**
  2. **Completed Attachment 1: Proposal Form**
  3. **Completed Attachment 2: Budget Form**
  4. **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).**

ATTACHMENTS

Attachment 1: Proposal Form

Attachment 2: Budget Form

Attachment 3: County Contract for Services (Sample)

**ATTACHMENT 1: PROPOSAL FORM**

**Marion County EarthWISE Grant 2021/2022**

Name of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone and email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this a Priority Area Proposal? (please describe in 200 words or less)

**Please complete sections I – IV below regarding proposed activities and use of Marion County Environmental Services materials management grant funds.**

**Reminder: Proposed activities must include components designed to develop, implement, or enhance programs and messaging that support materials management in Marion County.**

**BRIEF DESCRIPTION OF ORGANIZATION AND PROJECT** (How will your organization reach the target population, what strategies will you utilize?) 300 words or less

**II. Project Description**

a. What environmental or public health need does this project address?

Describe the problem or need this project will address and its relevance to the impact of materials on the environment. How was the need determined, and who helped determine it?

b. What are the goals of the project?

Describe the goals of the project and how they will address the identified need.

For education/outreach projects:

• Identify the specific behaviors of your targeted audience(s) the project intends to change

• Discuss, if any, your plans to identify the barriers to changing behaviors of your target audience.

c. How will the project achieve those goals?

Describe the work that will be accomplished, the methods that will be used, and the timeframe for that work.

If your project involves capital purchases of $5,000 or more, you must attach bid specifications and quotes. You may optionally attach additional pages of photographs, diagrams, and relevant supporting documents.

d. How will the project’s success in achieving the goals be measured?

What performance measures will you use? How will you measure results and how often?

**III. Resources and Commitment**. Identify the key people who will be involved in developing and implementing the projects and describe the roles they will play. Identify how your project will be cost effective or describe the expected ROI. What community support do you have for the project?

**IV. Potential for Project Continuity:** Describe any ongoing benefits from this project after grant period.

**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

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| --- | --- | --- |
| **PROPOSED ACTIVITY** | **PROPOSED ACTIVITY OUTCOME** | **PROPOSED TIMELINE** |
| Ex. Conduct food waste audit | Identify areas of improvement for food waste by examining composition of current food waste |  |
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**ATTACHMENT 2: 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. (will provide budget form)**

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| **List of Services or Supplies** | **Estimated Cost** | **PROPOSED TIMELINE** |
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**ATTACHMENT 3: County Contract for Services (Sample)**

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.
   1. 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.
   2. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
3. COMPLIANCE WITH STATUTES AND RULES.
   1. 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.

* 1. 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.
     1. 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:
        1. Termination of this Contract, in whole or in part;
        2. 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
        3. 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].
  2. 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.
  3. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.

1. 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.
2. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.
3. 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.
4. FUNDING MODIFICATION.
   1. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
   2. 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.
5. 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.

1. ACCESS TO RECORDS.
   1. 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.
   2. 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.
2. 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.
3. CONFIDENTIALITY OF RECORDS.
   1. 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.
   2. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
   3. 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.
   4. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.
4. INDEMNIFICATION AND INSURANCE.
   1. 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.
   2. 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.
   3. 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.
5. EARLY TERMINATION. This Contract may be terminated as follows:
   1. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
   2. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
   3. 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.
   4. 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.
6. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:
   1. 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.
   2. 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.
   3. 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.
7. INDEPENDENT CONTRACTOR.
   1. 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.
   2. 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.
8. 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.
9. 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.
10. NO THIRD PARTY BENEFICIARIES.
    1. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
    2. 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.
11. 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.
12. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.
    1. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
    2. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
    3. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. 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.
14. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:
    1. 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.
    2. 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.
    3. 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.
15. INSURANCE.
    1. 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:
       1. 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.
       2. 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

* + 1. 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

* + 1. 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

* + 1. 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

* 1. 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.
  2. 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.
  3. 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.

1. 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.
   1. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
   2. 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:  
 Contracts and Procurement Manager  
[contractor] 555 Court Street NE, Suite 5232  
[address] P.O. Box 14500  
[city, state zip] Salem, Oregon 97309  
 Fax No. 503-588-5237

1. 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.
2. 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.
3. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:
   1. Contractor has the power and authority to enter into and perform this Contract.
   2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
   3. 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:
      1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
      2. 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;
      3. 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
      4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
   4. Any [Goods/Items/Equipement/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.
4. 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.
   1. 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.)***
   2. 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:***

* + - 1. ***Who is purchasing?***
      2. ***Who is selling?***
      3. ***What is being purchased?***
      4. ***How much is being purchased?***
      5. ***When will it be delivered?***
      6. ***How much will be paid and what is the payment method?***
      7. ***When will payment be made?***

***Be specific, clear, concise and complete when describing the intended performance obligations of the parties).***

* 1. 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:***

* + 1. 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.

1. 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.]*
   1. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.***]***

* 1. 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

* 1. 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 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* 1. 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.
  2. 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