



**MULTNOMAH
COUNTY**

REQUEST FOR APPLICATIONS

From Qualified Providers

Wellness Service Areas:

- ❖ Fitness Instruction***
- ❖ Health & Wellness Education***
- ❖ Massage Therapy***

A Continuously Open Application Process

Service Provider Application and Submission Instructions

SUBMIT APPLICATIONS TO:

**ATTN: County Wellness Program Office
Multnomah County Wellness Program
501 SE Hawthorne Blvd Suite 400
Portland OR 97214
Email: cwp.vendor@multco.us
Electronic Submission is Preferred**

REFER QUESTIONS TO:

**ATTN: County Wellness Program Office - Application Question
Multnomah County Wellness Program
501 SE Hawthorne Blvd Ste 400
Portland OR 97214
Email: cwp.vendor@multco.us
Electronic Submission is Preferred
No. 4000001140**

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SECTION 1: INTRODUCTION AND SCOPE OF SERVICES

1. PURPOSE AND OVERVIEW

Multnomah County, in north central Oregon, is one of the counties that make up the Portland, Oregon, metropolitan area. Multnomah County employs approximately 5,000 people who work in a variety of community program and service areas. The County makes wellness resources available within the organization as part of its commitment to helping employees, eligible retirees and their eligible dependents engage in practical methods to maintain a healthier lifestyle.

The County Employee Wellness Program manages the coordination of wellness resources and service offerings within the organization. Provided wellness offerings vary but may include Health and Wellness Seminars, Health and Wellness Coaching, Wellness Fitness Classes, as well as worksite Massage Therapy.

2. SCOPE OF SERVICES AND SKILLS NEEDED

The County is seeking fitness class instructors, personal trainers, dieticians, nutritionists, health & wellness educators, counselors and massage therapist, who are interested and available to provide services to our employee population at our various work site locations.

Multnomah County strongly encourages Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations to apply.

County employees, their immediate relatives or direct household members of County employees that participate in this vendor recruitment are required to disclose any possible conflict of interest. Disclosure information must be submitted along with the application packet. County Wellness will review the disclosure information thoroughly then consult with the County Human Resources Director, whom will have the final say. Instances where such conflicts pose a risk of perceived favoritism to the provider those applicants will not be considered.

Service Providers are asked to submit an application packet to qualify to provide a service or services for the County in one or more of the following general service areas:

Fitness Instruction:

Preference will be given to practitioners with all of the following:

1. An associate, bachelors and/or masters degree in a related field or trade
2. Three plus years of work experience in your field.
3. CPR certification.
4. Evidence of certifications and ongoing education (example include: ASCM, ACE, Yoga Alliance, etc.). Please include copies with application.

Health & Wellness Education:

Preference will be given to practitioners with all of the following:

1. An associate, completed apprenticeship, bachelors and/or masters degree in a related field or trade.

2. Three plus years of work experience in your field.
3. Evidence of certifications and ongoing education.
4. For nurses and health educators: current license in good standing. Please include copies of certificate and licenses with application.

Massage Therapy Services

Preference will be given to practitioners with all of the following:

1. An associate, bachelors and/or masters degree in a related field or trade
2. Three plus years of work experience in your field.
3. Evidence of certifications and ongoing education. Please include copies of certificate and licenses with application.

3. USE OF QUALIFIED PROVIDERS AS SUBSTITUTES

On occasion, Service Providers may need to use a substitute to provide services at times when they are unable to meet a schedule or commitment with the County. The County Wellness Office must approve and provide instruction to the Service Provider prior to the use of substitutes/backups.

All substitute/backup Service Providers must be approved by the County. They must submit an application packet through this vendor qualification process to determine their eligibility to provide services to Multnomah County.

SECTION 2: APPLICATION PACKET INSTRUCTIONS

1. APPLICATION PACKET

Failure to comply with these instructions may result in the rejection of the application packet.

Application information must be typewritten and submitted on the forms included with these instructions. **See** “Section 5: Application Forms” **and** the “Frequently Asked Questions” information. **No application packet will be considered that does not include the following:**

- ✓ A resume
- ✓ Applicant Certifications and Representations form
- ✓ Copy of any certification and licenses applying to your field
- ✓ Wellness Services - Application Service Offerings Questionnaire
- ✓ 250 words or less bio by way of introduction
- ✓ Listing of professional references

The County prefers to receive application packets electronically. If a hard copy application must be submitted, please print the application packet onto both sides of the paper to conserve natural resources and submit it by US mail to the address indicated on the cover of this application.

2. CONTINUOUSLY OPEN APPLICATION AND SERVICE REQUEST PROCESS

This is a competitive application process as approved under the authority of Multnomah County’s Administrative Procedure PUR-1. No contracts will be issued as a result of this process. The County reserves the right to change program offerings and may remove or add program categories as necessary to meet the County’s needs. Our intent is to establish pools of Qualified Service Providers who will be eligible to receive potential Service Requests to provide services in a particular area of need. There is no limit to the number of potential Service Providers that may be qualified under this application process. All Service Providers seeking to perform services must submit an application packet under this Request For Applications process **and** receive a minimum 70% of the total points possible in order to be eligible to become a Qualified Service Provider.

This service provider recruitment will be a continuously open application process for a period of 2 years. A Service Provider’s eligibility to provide services to the County through this process has the potential to remain in effect for up to 5 years. As application packets are evaluated, the top 10 qualified vendors for each category will be placed in the appropriate vendor pools. Multnomah County reserves the right to expand the pools to more than 10 providers depending on the need for additional service resources.

On an ongoing basis, those vendors who are found qualified through this recruitment process will be added to the existing vendor pool and will be eligible to receive Service Order Requests as determined by the County Wellness Program via their periodic allocation process. Vendors who do not successfully qualify in the initial application may submit a new,

revised application for a subsequent review. We anticipate evaluating newly received applications on an as needed and periodic basis to maintain a minimum of 10 qualified providers in each category of service.

3. REVIEW AND SCORING OF THE APPLICATION PACKET

The County Wellness Program staff will be reviewing and scoring each submitted application packet based on the criteria described in this document. The total application packet score will determine the qualification status of the applicant.

All applications receiving a score of 70% or more of the total points available will be eligible to be designated as qualified. If the score is high enough to fall within the minimum number of top scores, it will be placed on the qualified list for the applicable service category for the duration of this process or until additional service providers with higher scores take position in the pool. All applicants will be notified when the application review is complete and a score has been determined.

4. REJECTION OF APPLICATIONS

Multnomah County reserves the right to reject any or all submissions to this Request for Applications or to make revisions from time to time if deemed in the best interest of the County.

No application packet will be considered that does not include the following:

- ✓ A resume
- ✓ Applicant Certifications and Representations form
- ✓ Copy of any certification and licenses applying to your field
- ✓ Wellness Services - Application Service Offerings Questionnaire
- ✓ 250 words or less bio by way of introduction
- ✓ Listing of professional references

5. CLARIFICATION OF APPLICATIONS

Multnomah County reserves the right to request clarification of any item in an application or to request additional information. All requests for clarification and responses will be in writing.

6. REFERENCES

The County reserves the right to investigate references including customers other than those listed in the application information. Investigation may include past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers or any other criteria as determined by Multnomah County.

7. REVISION OF APPLICATION AND/OR CANCELLATION

Multnomah County reserves the right to revise the administrative processes described in this application process at any time if revision is deemed to be in Multnomah County's best interest.

Multnomah County reserves the right to cancel this Application Process at any time if cancellation is deemed to be in Multnomah County's best interest.

Multnomah County may chose to cancel any associated Service Orders at any time before the provision of Services if cancellation is deemed to be in Multnomah County's best interest. Multnomah County liability for payment will not exceed the value of services already provided at the time of notification.

In no event shall Multnomah County have any liability for the cancellation of this process or planned services. The Applicant assumes the sole risk and responsibility for all expenses connected with the preparation of the application packet.

Applicants may submit a revised application packet at any time. Applicants wishing to withdraw from consideration entirely must submit a brief letter of withdrawal to the County.

8. APPLICATION SCORING CRITERIA

Each application packet will be reviewed by the County Wellness Office and assigned a score for each of the service categories being sought by the Applicant. The Score shall reflect an assessment of four primary areas:

History and Years of Experience: 40 possible points

Evaluation Criteria: Points are assigned up to a maximum of 30 for Applicants who have extensive experience with many different participants and age groups. Providers who do not have a history of poor performance, conflicts with participants or a history of terminations or suspensions for any reason will be scored higher. Applicants with less than three years experience as a paid provider will not be considered for placement at Multnomah County.

Service Fees: 5 possible points

Evaluation Criteria: The Service fees from the top ten service providers will be averaged - those who have fees lower than the average will earn more points. Those with higher than average will earn a lower score. Those with fees double the average will not earn any points at all. Failure to provide the requested fees will also result in not earning any possible points.

Location and Availability: 10 possible points

Evaluation Criteria: Applicants shall be scored based on their availability to provide services during the work week (Monday through Friday, from 8:00 AM 6:30 PM) and willingness to work at any of the Multnomah locations. Those who can work the entire week will receive the most points. Those with fewer days or times of availability or who will not work specific week days will receive a lower score.

Certification: 30 possible points

Evaluation Criteria: Certification, where required, will be mandatory before a provider can offer services to Multnomah County staff. Certifications will be from organizations recognized as being national or international organizations with the authority to set practice standards and issue certifications of training or attainment of specific levels of practice. The certificate must be legible, in the name of the Applicant and current, if there is an expiration date. Where there is no certification available or recognized for a particular activity, then the applicant will indicate "None Available" and these points will be shifted to "History and Years of Experience".

Professional References: 15 possible points

Evaluation Criteria: An Applicant may receive up to a maximum of 15 points in this area. Applicants may score additional points (within the maximum point range) for providing multiple references from the same client company. References will be used to validate the information submitted by the Applicant. If information received by County Wellness through contact with the references is contradictory or negative, the Program may contact the Applicant to clarify the issue. Applicants who have been shown to have intentionally lied or falsified their application packet will be removed from the program and will not be eligible to receive Multnomah County work during the life of this application program, or three years, whichever is longer.

SECTION 3: QUALIFIED PROVIDER POOL, SERVICE ORDERS & CONTRACTING

1. SERVICE ORDER REQUEST PROCESS

Periodically, the County Wellness Program Representatives will conduct a review of needs and issue Service Requests to those Qualified Providers who demonstrate the desired experience, skills, proficiency, and area of specialty that will best meet Multnomah County's business needs.

As needs arise in any of the Service Areas, the County Wellness Program Representatives will review the application packets submitted by all of the Qualified Service Providers that are relevant to the need and will follow this order of operations:

If there are no Qualified Providers available in the pool for an identified need, the County reserves the right to conduct a solicitation specific to the need. The County reserves the right to select the provider that best meets the County's identified need, timelines and pricing requirements.

If there is only one Qualified Service Provider for the service area, that Qualified Provider will be selected unless disqualified due to non-compliance with the application requirements. If there is more than one Qualified Provider, the priorities below will guide selection:

- Organizational priorities and business needs;
- Provider skill, experience, and specialty areas as submitted in the application packet;
- Feedback from Participants;
- Past experience with provider performance with the County (if applicable);
- Provider service fees;
- Score of the qualification application;
- Other factors as deemed appropriate by the County Wellness Program Representatives.

Vendors may not protest the final decision of the County Wellness Program Representatives. Decisions will be made from an overall County-system-needs perspective. Since the process considers a variety of factors, a request may go to qualified service providers who did not earn the highest overall qualified score. Therefore, it will be possible to qualify under this process and not receive a Service Request due to resource limitations and other factors. The Department cannot predict interest, utilization and need for these services, and does not guarantee any particular volume of business will be offered to any Applicant who qualifies to provide services, nor is there any guarantee that if a Service Request is issued under this Application Process, that the entire value of the Service Order issued will be fully utilized.

The County will only be issuing Service Orders to specific providers that have been contacted by the County Wellness Program Office, oriented to the County Wellness Program's requirements, and have negotiated the specifics of a particular project. Service orders will not be issued until the records check has been completed (if required) and all insurance certificates required have been submitted. Service Orders do not guarantee any level of funding beyond authorized services provided, and projects may change and be re-issued to alternative providers from time to time.

2. PROJECT NEGOTIATION

The County will initiate negotiations with the Applicants that best meet the needs of the County. The County reserves the right to conduct concurrent negotiations with multiple Qualified Providers, and to negotiate various specifics that are applicable to the particular service needed.

Negotiations will be directed towards obtaining agreement regarding the details to be issued with the associated Service Order Request. Final service details will be based on service provision that is fair and reasonable to the County, as well as consistent with the County's stated requirements and the Qualified Provider's Application(s). Multnomah County may, at its option, choose to negotiate special terms and conditions for the Service Request, proposed pricing, implementation schedules, and other items at the County's sole discretion.

3. SERVICE ORDERS

This Application process establishes pools of Qualified Providers who will be eligible for potential Service Order Requests. Only Qualified Providers that have been requested to perform over \$75,000 worth of services annually will be issued a contract. It is possible for a single service provider to submit an application or applications for multiple service areas, and a single Qualified Provider may be issued a Service Order Request for multiple service areas. However, no application may be contingent on receiving Service Orders for a required combination of service areas or multiple categories within a service area.

Qualified Providers selected to receive a Service Order Request will be required to establish a vendor identity in the County's internal fiscal system. This will require that a current W-9 form and a Vendor Request Form be submitted at the time of negotiation.

The County will issue Service Orders after negotiating details regarding service provision with the Vendor. The County reserves the right to issue Service Orders to a Qualified Provider who did not earn the highest overall score in order to best meet County service requirements.

4. PAYMENT OF INVOICES

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

- 1) Contractor's name and address and a phone number for questions about the invoice;
- 2) Contractor's invoice number;
- 3) Invoice date;
- 4) Multnomah County Service Order number

- 5) Attn: Multnomah County Wellness Program; and
- 6) Any additional information required in the Service Order Request.

County shall pay the invoice by one of several payment methods including, but not limited to, check, electronic payment (aka ACH-Automated Clearing House) or Procurement Card, within 30 calendar days unless otherwise provided for in the Service Order.

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SECTION 4: TERMS OF SERVICE PROVISION

1. BACKGROUND CHECKS

All Service Providers (including substitutes/backups) may be subject to security clearance measures, which may include a record check, personal history check, fingerprinting and photographing by the Multnomah County Sheriff's Office. Employees of Service Providers performing services for the County under this Application Process may also be required to obtain advance security clearance and may be required to submit a completed Records Check Authorization Form at the County's request. If your application is selected to perform services requiring this type of screening, you will be contacted by the County Wellness Program Office. Service Providers that do not pass the security clearance process are not eligible to provide services to Multnomah County. There shall be no exceptions and no substitutions of personnel without prior security clearance checks. If documented on file in the County Wellness Office a Service Provider has recently (within the past 3 years) passed the County's records check process, the Service Provider is exempt from repeating the security clearance process for purposes of this recruitment.

2. CODE OF CONDUCT

Qualified Service Providers participating in the Multnomah County Wellness Program are expected to abide by the following code of conduct guidelines while conducting service business and while on Multnomah County property. Failure to meet any of the following guidelines may result in sanctions including termination of service authorization.

- Providers are expected to arrive on time for each engagement, ready to begin as scheduled.
- Providers will conduct the service delivery for the stated engagement period, and then immediately vacate the space for other activities or users.
- Providers will ensure the facility is restored to its appearance prior to the class beginning, with any materials stored neatly.
- Providers are expected to bring all of the necessary materials, if any, to conduct the service.
- Providers must maintain a professional relationship with participants at all times.
- Providers must be respectful of each participant and treat them with dignity and inclusion.
- Touching is only permitted with participant permission and only as appropriate to demonstrate correct positions or posture during training, or conduct the professional massage services.
- Intimidation, by speech or action, of participants or other Multnomah County personnel will not be tolerated under any circumstances. Issues with Multnomah County staff and participants should be referred immediately to the County Wellness Program Representative for further adjudication.
- Discussion with participants should be related to the class and providers are discouraged from engaging in non-class related discussions or topics.

- At no time shall a provider disclose personal information about a participant to other participants.
- Providers may not require, advertise, promote or otherwise encourage or recruit participant engagement in the provider's business enterprise or activity outside of Multnomah County.

3. CONFIDENTIALITY OF APPLICATIONS

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

An applicant who determines that information within an application meets the statutory requirement and desires that such information remain confidential shall mark the pages containing such information with the word "CONFIDENTIAL."

If an applicant marks every page of an application as "CONFIDENTIAL" the statutory requirement is not met; any application so marked will not be deemed to have been submitted in confidence, and, upon request, the entire application will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

The entire Service Order or any contract will be a public document subject to disclosure. No part of the Service Order or contract can be designated as confidential.

4. INSURANCE REQUIREMENTS

Certificates of Insurance must be on file with the County before the issuance of any Service Orders or Contracts. Any Wellness Services Vendor providing Services to the County must maintain insurance coverage in the following categories and amounts:

- A. Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. This insurance must include contractual liability coverage and include the designation of Multnomah County as an additional insured.
- B. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.
- C. Professional Liability insurance, if applicable to the service, with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The

policy must provide extended reporting period coverage for claims made within two years after this Service Provision is completed.

5. EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this Application Process are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as requested by the County.

6. LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase of any services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall provide preference for services that are performed by an Oregon business if price, fitness, availability, and quality are otherwise identical.

SECTION 5: APPLICATION FORMS

**APPLICANT CERTIFICATIONS AND REPRESENTATIONS FORM
WELLNESS SERVICES APPLICATION SERVICE OFFERINGS QUESTIONANIRE
PROFESSIONAL REFERENCES FORM**

No application packet will be considered that does not include the following:

- ✓ A resume
 - ✓ Applicant Certifications and Representations form
 - ✓ Copy of any certification and licenses applying to your field
 - ✓ Wellness Services - Application Service Offerings Questionnaire
 - ✓ 250 words or less bio by way of introduction
 - ✓ Listing of professional references
-

APPLICANT REPRESENTATIONS AND CERTIFICATIONS

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

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

APPLICANT NAME: _____

COMPANY NAME (If Affiliated) : _____

ADDRESS: _____

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

DATE/STATE OF INCORPORATION: _____

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

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

ASSURANCES - The Applicant attests that:

1. The person signing this offer has the authority to submit an offer and to represent Applicant in all phases of this application process;
2. The information provided herein is true and accurate;
3. The Applicant has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;
4. Any false statement may disqualify this offer from further consideration or be cause of removal from the qualified providers pool.
5. The Applicant will notify the Wellness Program Coordinator within 30 days of any change in the information provided in this application and is responsible for forwarding updated certifications and insurance certificates in order to keep the Application record current. Failure to update certifications and insurance certificates may disqualify this application from further consideration or, if applicable, be cause of removal from the qualified providers pool.

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

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

Applicant agrees to the terms of service provision described in this Application Process and will perform services in accordance with the terms of this process and any subsequent Service Order or contract issued.

*REQUIRED*SIGNATURE OF AUTHORIZED PERSON

Signature _____ Date _____

Print Name & Title _____

Contact Person: _____

Phone _____ Email _____

WELLNESS SERVICES
Application Service Offerings Questionnaire
(This Section Will Be Scored)

Applicant Name:

Company Name (if applicable):

Please complete each section of the application. If the question does not apply mark N/A and continue.

Category	Years of Experience	Certifications Yes/No (Please Attach)	Hourly Rate (60mins)	Half - Hour Rate (30mins)	Availability Mon - Fri	Substitute Instructor Identified Yes/No
Fitness Instruction						
Yoga						
Zumba						
Pilates						
Circuit Training						
Muscle Conditioning						
Stretching						
Fit Right Flexible Fitness						
Ab Lab						
Personal Trainer						
Other:						
Other:						
Other:						
Health & Wellness Education						
Category	Years of Experience	Subject Matter	Certifications Yes/No (Please Attach)	Hourly Rate (60mins)	Half - Hour Rate (30mins)	Availability Mon - Fri
Specialized Lectures		• •				
Consultation		• •				
Seminars		• •				
Other:		•				
Other:		•				
Massage Therapy						
Category	Years of Experience	Certifications Yes/No (Please Attach)	Hourly Rate (60mins)	Half - Hour Rate (30mins)	Availability Mon - Fri	Substitute Masseuse Identified Yes/No
Professional Workplace Massage Therapy						

1. Are you willing to serve as a substitute for other providers and have your name and contact information provided on the Backup Persons list? Yes **or** No

2. Please mark the locations you are willing to provide services in:

- North Portland Northeast Gresham Southeast Gresham
 Northeast Portland Southeast Portland Southwest Portland

**PROFESSIONAL REFERENCES FORM
(This Section Will Be Scored)**

All blanks must be completed on this form in their entirety, including current phone numbers, e-mail addresses and persons to contact. If the County is unable to make contact with a reference within 72 hours, the reference may be rejected as non-responsive.

Proposer must provide a minimum of three (3) references of similar size or larger service provision. The references must demonstrate experience in the field within the last 10 years.

Reference #1

Firm Name: _____
Firm Address: _____
Name of Contact: _____
Position/Title: _____
Phone: _____
E-mail Address: _____
Project(s) Description: _____

Date of work: Start _____
End: _____

Reference #2

Firm Name: _____
Firm Address: _____
Name of Contact: _____
Position/Title: _____
Phone: _____
E-mail Address: _____
Project(s) Description: _____

Date of work: Start _____
End: _____

Reference #3

Firm Name: _____
Firm Address: _____
Name of Contact: _____
Position/Title: _____
Phone: _____
E-mail Address: _____
Project(s) Description: _____

Date of work: Start _____
End: _____

SECTION 6: SERVICE ORDER GENERAL TERMS

This Service Order is a Contract.

This form, and any additional incorporated or referenced documents, when signed by a representative of the County and accepted by Contractor is a Contract representing the entire agreement between the parties and is subject to the following terms and conditions. All agreements between the parties and representations by either party about the subject of this Contract are contained in this Contract. No waiver of, or modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

Governing Law.

The provisions of this Contract shall be construed in accordance with the laws of the state of Oregon and ordinances of Multnomah County, Oregon. Any legal action arising under this Contract must be brought in Multnomah County, Oregon or, if the claim must be brought in a federal forum, then in the District of Oregon.

Indemnity and Hold Harmless.

Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.

Anti-discrimination Clause.

Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

Performance of the work.

All work under this Contract shall be performed in a good and workmanlike manner. Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract. Time is of the essence in the performance of this Contract.

Invoice.

An invoice shall be submitted upon completion of the work unless otherwise provided on the face of the Contract. If the work is to be paid on an hourly basis the invoice shall state in detail each task performed, the person performing the task, the number of hours for each task, and the hourly rate.

Termination.

County may terminate this Contract at any time. If this Contract is terminated by the County, County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract less any setoff to which the County is

entitled. County shall not be liable for damages of any kind as a result of termination. Termination shall not result in a waiver of any claim County may have against Contractor.

Access to Records

Contractor shall maintain fiscal records and all other records pertinent to this Contract for three years from the date of the Contract. County shall have the right to access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and making copies.

Ownership of Work.

All work products created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such work product for County use only. If this Contract is terminated prior to completion County may require the Contractor to transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws.

Insurance.

Prior to commencing work Contractor shall provide to County proof of the following insurance (Insurance is required only if box is checked):

Workers Compensation in compliance with ORS 656.017 together with Employer's Liability Insurance of not less than \$100,000.

Professional Liability \$ for each occurrence, with an annual _____ .

Commercial General Liability including contractual liability coverage, on an occurrence basis, with a combined single limit of not less than \$ _____ each occurrence, with an annual aggregate limit of \$. ____

Commercial Automobile Liability with a combined single limit, or the equivalent of not less than \$ each occurrence for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.