

March 5, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Services Contract between Clackamas County and Alpha Energy Savers, Inc; Douthit Thermal LLC; Green Energy Solutions, Inc; Green Horizons Weatherization LLC; Northwest Insulation, LLC; Performance Insulation and Energy Services, Inc.; and Sensible Energy Solutions for multiple weatherization projects performed on low-income dwellings located throughout Clackamas County.

Purpose/Outcomes	Increase Community Solutions for Clackamas County Weatherization's program general contractor pool to carry out contract for services.
Dollar Amount and Fiscal Impact	Weatherization has an approved \$930,395 budget for delivery of contracted services in FY 2014/2015.
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective upon contract execution through December 31, 2015, renewable for up to four additional one year terms with the written approval of both parties.
Previous Board Action	September 26, 2013
Contact Person	Jacque Meier 503-650-3339
Contract No.	CSCC

BACKGROUND: Community Solutions for Clackamas County (CSCC) of Health, Housing and Human Services requests the approval of multiple Construction Contracts between Clackamas County and Alpha Energy Savers, Inc; Douthit Thermal LLC; Green Energy Solutions, Inc; Green Horizons Weatherization LLC; Northwest Insulation, LLC; Performance Insulation and Energy Services, Inc.; Sensible Energy Solutions; for multiple weatherization projects throughout Clackamas County. These projects will be funded using Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP), Bonneville Power Administration (BPA), Energy Conservation Helping Oregonians (ECHO) as well as any other funding received specifically designated for low income weatherization.

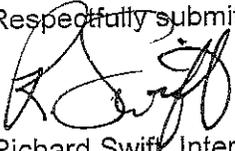
A Request for Qualifications (RFQ) for General Contractor Services for the Weatherization Program was advertised on August 25, 2014. At the due date and time, seven (7) responsive, responsible providers submitted qualifications. An evaluation committee reviewed the qualifications and based upon the criteria listed in the RFQ determined that all seven were qualified to provide general contractor services to the Weatherization Program.

These contracts have been reviewed and approved by County Counsel through Purchasing.

RECOMMENDATION:

Staff recommends the Board approval of these contracts and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written in a cursive style.

Richard Swift, Interim Director

REQUEST FOR QUALIFICATIONS
GENERAL CONTRACTOR SERVICES FOR COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY'S
WEATHERIZATION PROGRAM

BOARD OF COUNTY COMMISSIONERS

JOHN LUDLOW, Chair

JIM BERNARD, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

TOOTIE SMITH, Commissioner

Donald Krupp
County Administrator

Lane Miller
Purchasing Manager

Tom Averett
Buyer

COUNTY REQUEST FOR QUALIFICATIONS OPENING

DATE: **October 8, 2014**

PLACE: **Clackamas County Purchasing**
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

TIME: **2:00 PM**

SCHEDULE

Request for Qualifications issued	August 25 , 2014
Mandatory Pre-Qualifications Conference	September 24, 2014 2:00 PM
Last date for specification protest	SEVEN 7 days prior to RFQ Opening
RFQ opening	October 8, 2014 2:00 PM
Last date to protest award	SEVEN (7) days from the Intent to Award

MANDATORY PRE-QUALIFICATIONS CONFERENCE

A Mandatory Pre-Qualifications conference will be held at 2:00 PM AM on September 24th, 2014 in the Clackamas County Public Services Building, room 497, 2051 Kaen Road, Oregon City, OR 97045. The purpose of this pre-submittal conference is to answer questions about the project.

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SECTION 1
REQUEST FOR QUALIFICATIONS

SECTION 1

REQUEST FOR QUALIFICATIONS

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed responses per specifications until **2:00 P.M. October 8, 2014 for**

General Contractor Services for Community Solutions of Clackamas County's Weatherization Program

No responses will be received or considered after that time.

Community Solutions of Clackamas County is seeking the services of qualified General Contractors to provide weatherization services on projects ranging from mobile homes, scattered site single family houses to apartment buildings throughout Clackamas County.

A **Mandatory** pre-qualifications conference will be held at 2:00 PM September 24, 2014 in Room 497 of the Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

Qualification packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, 4th Floor, Oregon City, OR 97045, office hours 7:00 AM to 6:00 PM Monday through Thursday, phone 503-742-5444. Sealed QUALIFICATIONS are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address. QUALIFICATIONS will be opened in the Purchasing Division, located on the 4th floor of the Public Services Building, at the designated time.

Clackamas County reserves the right to reject any and all responses not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all responses upon the finding that it is in the public interest to do so, and waive any and all informalities.

DATED this 25th day August, 2014

Lane Miller, Purchasing Manager

SECTION 2
INSTRUCTIONS TO CONTRACTORS

SECTION 2

2.1. GENERAL

Contractors shall study carefully and conform to these "Instructions to Contractors" so that their responses will be regular, complete and acceptable.

2.2. RESPONSES

All responses shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Responses carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 4). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by the County to be submitted in confidence; Contractors will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF RESPONSES:

All responses must be submitted in a sealed envelope bearing on the outside the **name and address of the contractor, the project title, due date and opening time**. Deliveries are to be sent to:

**Clackamas County
Purchasing Manager
Weatherization Contractor
2051 Kaen Road,
Oregon City, OR 97045**

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

2.4. RECEIPT AND OPENING OF RESPONSES:

Responses shall be submitted prior to the time fixed in the advertisement for responses. Responses received after the time so designated will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a response not properly addressed and identified.

The responses will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the responses shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date arrive, the names of the offerors submitting responses are read publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5. WITHDRAWAL OF RESPONSES

Responses may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as the Board of Commissioners:

- a. Specifically rejects the response, or;
- b. Awards a contract and said contract is properly executed.

Contractors' responses shall be valid for at least ONE-HUNDRED TWENTY (120) days.

2.6. MODIFICATION

Any contractor may modify his/her response by registered communication at any time prior to the scheduled closing time for receipt of responses, provided such communication is received prior to the closing time. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

2.7. ACCEPTANCE OR REJECTION OF RESPONSES

In the award of the contract, the Board of Commissioners will consider the element of time, will accept the response which in their estimation will best serve the interest of Clackamas County, and reserves the right to award the contract to the contractor whose response shall be best for the public good. The Board of Commissioners reserves the right to accept or reject any or all responses. Without limiting the generality of the foregoing, any response which is incomplete, obscure or irregular may be rejected. Only one response will be accepted from any one firm or association. Any evidence of collusion between Contractors may constitute a cause for rejection of any responses so affected.

The County shall, pursuant to ORS 279A.120, for the purposes of awarding the contract, add a percent increase on the response of a nonresident Contractor equal to the percent, if any, of the preference given to that Contractor in the state in which the Contractor resides. "Resident Contractor" means a Contractor that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the qualifications, has a business address in this state and has stated in the qualifications whether the Contractor is a "resident Contractor".

The County may accept any items or groups of items of any offer, unless the Contractor qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any Contractor as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, shall be received at least **SEVEN (7)** days prior to the date set for the opening of responses.

Any and all such interpretations will be mailed to all prospective Contractors (at the respective address furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of responses. Failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under this response as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9. NONDISCRIMINATION

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the Request for Qualifications (RFQ). Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Contractors are expected to examine the specifications, schedules and all instructions.

Each Contractor shall furnish the information required by the solicitation. Contractors shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer.

Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Contractors shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION

Contractors may comment on any specification or requirement contained within this RFQ, which they feel limits competition in the selection of a Contractor to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing, and are to be addressed to:

**Clackamas County
Purchasing Manager
Reference: Weatherization Contractor Request for Qualifications
2051 Kaen Road,
Oregon City, OR 97045**

Such comments shall be submitted to Clackamas County no later than **SEVEN (7)** days prior to the opening date. No comments will be accepted after that time.

2.13. EXCEPTIONS:

Responding vendors taking exception to any requirement of this RFQ Document shall indicate such exception(s) on a separate page of their Qualifications response.

Contractors failing to indicate any exceptions shall be interpreted as the responding vendor intends to fully comply with all RFQ requirement(s) as written and subsequent agreement terms as stated. Explanation must be made for each item for which exception is taken giving in detail the extent of the exception and the reason(s) for which it is taken in order for consideration to be given to the vendor.

2.14. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.15. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Response.

2.16. NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Purchasing Manager within **SEVEN (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every Contractor who provided an address.

Right to Protest: Any actual Contractor who is adversely affected or aggrieved by the County's award of the contract to another Contractor on the same solicitation shall have **SEVEN (7)** calendar days after notice of intent to award has been issued to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved Contractor with a right to submit a written protest, a Contractor must be next in line for award, i.e. the protester must claim that all higher rated Contractors are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.17. REIMBURSEMENT

There is no expressed or implied obligation for Clackamas County to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

2.18. DEFAULT

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.19 CONTRACTOR QUALIFICATIONS

Oregon law (ORS Chapter 701) requires that all contractors must be registered with the Construction Contractors Board in order to submit a bid and to do work as a contractor. No bid for construction contracts shall be received or considered by the County unless the bidder is licensed by the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

If the contract is for a public work subject to ORS 279.348 to 279.380 or the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by the County unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with.

2.20. PAYMENTS

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.
2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.
3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

2.21. TAXES

Taxes, whether State or Federal, shall not be included in response. Clackamas County is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

2.22. LITIGATION:

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Clackamas County and/or the State of Oregon.

2.23. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Pursuant to ORS 279A and Clackamas County procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Clackamas County. Any estimated purchase volumes listed herein do not include other public agencies and Clackamas County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the Company awarded the contract by the County.

2.24 SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.25 COUNTY CLARIFICATION OF QUALIFICATIONS

The County reserves the right to obtain clarification of any point in a firm's qualifications or to obtain additional information necessary to properly evaluate a particular qualifications. Failure of a Contractor to respond to such a request for additional information of clarification could result in rejection of the firms' qualifications.

SECTION 3

QUALIFICATIONS CONTENTS AND RESPONSE

SECTION 3

QUALIFICATIONS CONTENTS

3.1 REQUEST FOR QUALIFICATIONS (RFQ) GUIDELINES AND ASSUMPTIONS

Vendors must observe submission instructions and be advised as follows:

3.1.1. ONE (1) signed original and NINE (9) copies of the technical component of the qualifications shall be submitted. The original shall be marked as such.

3.1.2 The COUNTY reserves the right to solicit additional information or clarification from the firms, or any one firm submitting qualifications, should the COUNTY deem such information necessary.

3.1.3. If a vendor is unable or unwilling to meet any Clackamas County RFQ requirement, an explicit statement to that effect must be made in the qualifications as an exception.

3.1.4 This Request for Qualifications and all supplemental information in response to this RFQ will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

3.1.5 Any Contractor supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.

3.1.6 Clackamas County reserves the right to reject any or all qualifications, and to accept the qualifications deemed most advantageous to the County.

3.1.7 Information should illustrate the quality of the CONTRACTOR'S work.

3.1.8 Clackamas County encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

3.1.9 This Request for Qualifications and all supplemental information in response to this RFQ will be a binding part of the final contract entered into by the selected contractor and Clackamas County.

3.2 SUBMISSION

All responses must be submitted in a sealed envelope bearing on the outside the name and address of the contractor, the project title, due date and opening time.

If the response is forwarded by mail, the sealed envelopes containing the response and marked as directed above must be enclosed in another envelope marked with the name and address of the contractor, the project title, due date and opening time.

3.3 QUALIFICATIONS CONTENTS/SELECTION CRITERIA

The Contractor shall provide the following information in the qualifications in the order of their appearance below. This information is scored as in Section 6, Evaluation & Selection.

3.4 PROJECT UNDERSTANDING AND APPROACH

- Detail your understanding of the County’s project. Address the major issues involved in weatherization programs involving mobile homes, single family dwellings and apartments; include instances where structures may be older and in poor condition. How do you deal with those issues?
- Describe key issues that must be addressed in order to keep projects on schedule and on budget.
- Describe your typical process for scattered jobsite projects.
- Describe your experience on projects where residents are in the building while the project is underway. Detail your approach to dealing with residents in such situations.
- Describe your work order process and dispatch system.
- Detail the steps you take to maximize efficiencies of the work crews and minimize time on the jobsite.
- Detail your safety training program. Provide information on other training’s that are available to employees.
- Detail your understanding of Federal and State grant funded projects. Describe you records keeping process

3.5 QUALIFICATIONS

3.5.1 Qualified General Contractors must have demonstrated experience in all phases of weatherizing projects. This type of work is to include and not limited to: insulating walls, floor and attics; mobile home exterior ceiling insulation packages, for example, EPDM, TPO, energy related minor home repairs; infiltration reduction; furnace repair and replacement; heating duct improvements; door and window replacement. The qualifications must describe the ability of the General Contractor and the availability of resources to perform the required activities.

Certifications of both the contractor and workers on the sites are critical to the success of the program. Proof of certifications is required by our funder. Detail your system for tracking certifications, renewing those certifications and providing proof of those certifications to the County

3.5.2 Describe your experience with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials.

3.5.3 Does your Firm have an approved and adopted Lead Hazard Compliance Plan?

3.5.4 Pertinent Licenses and Certifications:

The General Contractor must provide each of the following items listed below:

1. Oregon CCB License Number
2. Employer Identification Number
3. Other Appropriate Licenses (specify)

Additionally, if the General Contractor has any other certifications these should be included. For example:

- Lead Base Paint
- EPA lead certification

The General Contractor shall provide the same certifications for known subcontractors to be used on the County’s projects

3.5.5 Capacity

1. Provide a discussion of the Key Personnel
 - a) Supervisor to employee ratio
 - b) Crew size
 - c) In-house weatherization expertise

3.5.6 Subcontractors

The names of proposed subcontracting firms must be clearly identified. Following the award of a contract, no additional subcontractors will be allowed without prior written consent. The use of subcontractors without the prior consent can result in contract termination. The subcontractor must carry their own insurance. It is the contractor's responsibility to ensure that all subcontractors are in compliance with insurance requirements. Subcontractors are the responsibility of the General Contractor, the County will not be held liable for any failings of the subcontractor. Every subcontractor must hold the same training and certification requirements as the General Contractor. The General Contractor will be held financially responsible for correcting any weatherization work determined to be unacceptable.

3.6 EXPERIENCE

Demonstrate the Contractors experience by detailing the following

- Firm and personnel's experience and qualifications for weatherization projects similar to the County's project. Please be as descriptive as you need to be for this question.
- Company's experience with working on projects that continue to be occupied during construction work. Detail the customer service training employees are given to deal with residents.
- Company's experience regarding project management of multiple dwellings or scattered sites?
- Company's experience with weatherization materials and construction methods for; doors, windows, insulation, HVAC and plumbing.
- How many projects has your company completed that have included:
 - a) Projects meeting the Oregon Site Built and Mobile Home specifications
 - b) Weatherization Assistance Programs
 - c) Federally funded projects
- Provide dollar values for at least 10 of your last projects similar in size and scope to the County's project; include Notice to Proceed dates and Completion Dates
- Provide a minimum of 5 references (contacts) for weatherization projects completed in the state of Oregon and/or SW Washington of your company's last 10 projects similar in size and scope to the County's.

3.7 IMPLEMENTATION PLAN:

Provide a detailed project implementation plan from contract execution to start of the first project (for date based criteria, use the number of days from contract execution). Include key dates. Identify the responsibilities of County & Contractor. Detail the steps you will take to have your crews ready to provide services.

SECTION 4

REQUIRED FORMS

The following forms are included in this package and shall be signed, notarized where specified and returned with the qualifications response.

These are the forms:

SIGNED Qualifications Response

Federally required forms:

- Affidavit of Non Collusion**
- Congressional Lobbying Certificate**
- Certificate Regarding Ineligible Contractors**
- Conflict of Interest (COI) Disclosure Form**

FAILURE TO RETURN THESE FORMS SIGNED WILL RESULT IN THE CONTRACTOR BEING DECLARED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONTRACT AWARD.

SECTION 3

QUALIFICATIONS RESPONSE

Submitted by: _____

Address: _____

Date: _____, 2014

Phone number: _____ Fax number: _____

Oregon Business Registry #

Construction Contractors Board Number: _____

Expiration date: _____

The undersigned, through the formal submittal of this qualifications response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide **General Contractor Services for Community Solutions of Clackamas County's Weatherization Program** as specified, in accordance with the qualifications documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this response.

The Contractor, by his signature below, hereby represents as follows:

- (a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) The Contractor and each person signing on behalf of any Contractor certifies, in the case of a joint qualifications, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the qualifications have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Contractor or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the qualifications have not been knowingly disclosed by the Contractor prior to the qualifications deadline, either directly or indirectly, to any other Contractor or competitor;
 - 3. No attempt has been made nor will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a qualifications for the purpose of restraining trade;
- (c) The Contractor fully understands and submits its qualifications with the specific knowledge that:
 - 1. The selected qualifications must be approved by the Board of Commissioners.
 - 2. This offer to provide **General Contractor Services for Community Solutions of Clackamas County's Weatherization Program** shall be valid for 120 calendar days from the date that

qualifications are due, and that this offer may not be withdrawn or modified during that time.

- (d)** That this Qualifications is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Contractor accepts all terms and conditions contained in this RFQ and that the RFQ and the Qualifications Response, and any modifications, will be made part of the contract documents. It is understood that all qualifications will become part of the public file on this matter. The County reserves the right to reject any or all qualifications.
- (g)** That the Contractor holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Contractor is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- (i)** That the Contractor qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (j)** That the Contractor is legally qualified to contract with Clackamas County.
- (k)** That the Contractor has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has Contractor or will Contractor discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225
- (l)** The Contractor agrees to accept as full payment for the services specified herein, the amount as shown in his/her qualifications.
- (m)** That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.
- (n)** I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- (o)** I, the undersigned agree to comply with the provisions of ORS 279C.800 through ORS 279C.870 or Davis Bacon Act (40 U.S.C. 3141 et seq.) as applicable.

The names of the principal officers of the corporation submitting this Qualifications, or of the partnership, or of all persons interested in this Qualifications as principals are as follows:

Name

Title

Name

Title

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2014

Name of Firm

Signature of Contractor

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by it's duly authorized officers this ___ day of _____, 2014

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____ Title: _____

Telephone number: _____

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other contractor, Contractor or potential Contractor, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Contractor or potential Contractor, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Clackamas County in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clackamas County of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public for Oregon
My Commission Expires: _____

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE QUALIFICATIONS RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: _____

Signature: _____

Name: _____
(Print)

Title: _____

NOTE: CONTRACTOR IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

(Name of Certifying Officer)

(Title of Certifying Officer)

Hereby certify that: _____
(Name of Contractor)

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency or from participation in Oregon Department of Transportation projects;

Have not within a three (3)-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and

Have not within a three (3)-year period preceding this qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

vb

If Contractor is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Bidder

Street Address

City

State

Zip

Signature of Certifying Officer

Telephone Number of Bidder

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE QUALIFICATIONS RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

.

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

(a) the Firm's disclosures are complete, accurate, and not misleading.

I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:

Complete Legal Name of Firm: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: _____ **Fax No.:** _____

Date: _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? **No** **Yes**
b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**

If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former Agency Employees -Roles and Signatures" table (Part A and/or Part B, as applicable).

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any member of an Agency Procurement evaluation or selection team? **No** **Yes** **Comments:**
3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No** **Yes** **Comments:**

4. Does the Firm or any Associate of the Firm have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency? **No**

Yes **Comments:**

5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby? **No** **Yes** : **Comments:**

6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?

No **Yes** **Comments:**

7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?

No **Yes** : **Comments:**

8. Does the prospective Contract include development of an environmental assessment (EA), environmental impact statement (EIS) or Finding of No Significant Impact (FONSI)? **No** **Yes** **Comments:**

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? **No** **Yes** **Comments:**

9. Have Subcontractors or other Associates furnished COI Disclosure Forms separate from the present form? (If yes, attach the disclosures.) **No** **Yes** **N/A** **Comments:**

10. If the prospective Contract includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?

No **Yes** **N/A** **Comments:**

FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE RESPONSE DOCUMENTS WILL MAKE THE QUALIFICATIONS RESPONSE NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

SECTION 5

SCOPE OF WORK

5.1 INTRODUCTION

Community Solutions for Clackamas County is the primary agency responsible for Clackamas County's Weatherization Program. The goal of the Weatherization Program is to provide energy conservation services, health & safety repairs, heating system repair and replacement, base-load measures and energy education to low-income households. Contractors will be responsible for weatherization improvements including: ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction such as weather-stripping; furnace repair and replacement; heating duct improvements; door and window replacement; pressure balancing of the thermal boundary and other trade related fine-tuning.

The mission statement for the Weatherization department is:

"To increase the energy efficiency of dwellings owned or occupied by low-income persons, especially those who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden."

This RFQ is for soliciting qualified General Contractors to be placed on a list to provide bids to Community Solutions for weatherization projects including mobile homes, scattered site single family houses and apartment buildings throughout Clackamas County. The County will pre-qualify contractors meeting the RFQ requirements. Once a Contractor has been selected as a pre-qualified WX Contractor, they are then eligible to bid on individual Weatherization projects.

Successful General Contractors will be experienced with Oregon Site Built and Mobile Home Weatherization Specifications for the installation of approved weatherization materials and shall be responsible for whole home ventilation systems, ceiling, wall, and floor insulation; energy related minor home repairs; infiltration reduction such as weather-stripping; furnace repair and replacement; heating duct improvements; door and window replacement; pressure balancing of the thermal boundary and other trade related fine-tuning. General Contractors are to be experienced with State Standards for the installation of approved weatherization materials.

Approximately \$830,000 in funding is available for the current fiscal year, 150-200 units are expected to be weatherized.

Services will be performed in accordance with the regulations set forth by the U.S. Department of Energy (DOE) in 10 CFR 440 and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the Oregon Site Built and Mobile Home Weatherization Specifications, available online, on the Oregon Housing and Community Services website.

Manufacturers install instructions (as required) will be brought to a preconstruction meeting.

All work must be performed according to standards outlined in the Oregon Site Built and Mobile Home Weatherization Specifications.

The Contractor must be licensed with the Construction Contractors Board and must be a certified weatherization contractor with a Lead Renovator on staff. All workers on County projects must have the certifications appropriate for the task they are assigned; these include but are not limited to Lead based paint, and EPA Lead certification. Proof of certifications will be required.

5.2 Typical Scenario:

- Individual dwellings will be bundled in a range of 5-10 per project.
- Project sizes may change based on production demand, cost and timelines.
- County staff will build a scope of work outline for each dwelling, identifying specific measures to be included in each dwelling as well as diagnostic target numbers ;
- A **MANDATORY** walkthrough will occur for each dwelling in a project, only those attending the walk through will be eligible to bid on the project.
- Contractors will build their bid based on installing all requested measures ~~installed~~ per state and local building codes, manufacturers and the low-income weatherization specifications,
- Lump sum bids will be received from prequalified contractors,
- Award will be made to the lowest responsive, responsible contractor meeting the specifications, including time frame, for each project.
- **Prior to contract execution, contractor will provide a price schedule for each house in the bundle. The submitted price schedule will include an itemized cost for each measure detailed in the bid documents.** Each measure will have a maximum allowable cost, if the bid received is in excess of the maximum allowable cost, these measures will be removed from the final scope of work and final contract amount amended to reflect the removal of said items.
- **Change orders will be processed as detailed in the contract form, section III**
- Each bundle will have approximately 45 working days for completion.

5.2. CERTIFICATION OF WORK / WARRANTY

General contractor and their subcontractors **must** warranty all weatherization work and materials including base load measures for a period of one year from the time of completion. Warranty includes the repair and replacement of defective measures resulting from improper installation or material defect. The contractor shall:

- Use recycled/recyclable materials whenever possible. Compliance with EPA regulations also applies to the decommissioning of replaced baseload appliances whether subcontracted out or not.
- Have a health and safety program in place. Documentation of all required training, for contractor based programs, is required and must be available for inspection.
- All weatherization crew leaders, crew and contractor based, are required to complete the OSHA 30 hour training course.
- All weatherization workers, crew and contractor based, are required to complete the OSHA 10 hour training course.
- Proper usage of hazardous chemicals and substances such as foams, sealants, and cleaners in the weatherization work environment.
- Provide material Safety Data Sheets (SDS) from suppliers that describe the method to properly handle potentially hazardous materials. Contractor must inform employees where the MSDS are located, how to understand their content, and how to obtain and use appropriate hazard information.

- All weatherization crews working on pre 1978 homes must be trained in Lead Safe Weatherization (LSW)
- Every jobsite where lead paint is being disturbed must have an EPA certified renovator onsite during sign posting, work area setup site and cleanup phases of the work. The renovator must be available by phone when off-site.
- See Exhibit 1, Sample Lead based paint documentation package for a sample current reporting package required for each project
- The Contractor must provide training and certification programs or opportunities to it's workers. Certification and training requirements must be met before bidding on individual weatherization projects. Contractors will not be allowed to bid until proof of necessary training and certifications are received.

5.3 SITE INFORMATION

All of the projects will be within Clackamas County. The type of projects to be scheduled for weatherization improvements will range from mobile homes to single family dwellings to apartment buildings. Community Solutions will determine the scope of each specific project. Projects may be grouped (5 to 10) of scattered sites under a single contract. Projects may also be for a large single site under a single contract.

THERE WILL BE A MANDATORY WALK THROUGH OF EACH PACKAGE RELEASE FOR BIDS

5.4 QUESTIONS

Questions relating to this qualifications or qualifications document shall be addressed to:

Lane Miller, Purchasing Manager
Reference: Contractor Services, Community Solutions for Clackamas County's Weatherization Program
Clackamas County Purchasing
2051 Kaen Road, Oregon City, OR 97045
(503) 742-5444

SECTION 6

EVALUATION AND SELECTION CRITERIA

6.1 QUALIFICATIONS EVALUATION PROCESS:

QUALIFICATIONS will be evaluated by an internal evaluation committee. QUALIFICATIONS may be subject to a two-phase evaluation process. The first phase will consist of each evaluator independently assigning a score to each evaluation criteria on the written QUALIFICATIONS. Criterion scores will then be summed. The County reserves the right to award the contract at the end of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring contractors from Phase One participating in an interview with the evaluation committee. No additions, deletions or substitutions may be made to QUALIFICATIONS during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring Contractor(s). The County may make multiple awards on this project.

<u>PHASE ONE</u>	<u>POINTS AVAILABLE</u>
Project Understanding and Implementation Plan	0-30
Qualifications	0-30
Experience	0-30
Implementation Plan	0-10
Total phase one points available	<u>100</u>

Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Contractor, discussions shall be terminated and negotiations will begin with the next highest scoring Contractor. The County reserves the right to reject any and all QUALIFICATIONS. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the qualifications or QUALIFICATIONS which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose qualifications shall be best for the public good.

SECTION 6

SAMPLE MATERIALS AND SERVICES AGREEMENT

**SAMPLE MASTER AGREEMENT
MATERIALS AND SERVICES CONTRACT
WEATHERIZATION CONTRACTOR SERVICES**

This Master Agreement for materials and services is entered into by and between **CLACKAMAS COUNTY** hereinafter referred to as the COUNTY, and **XXXXXXXXXXXXXXXXXXXX**, hereinafter called the CONTRACTOR, to provide the materials and services described below in Section I and in the Request for Qualifications issued August XX, 2014 and the Qualifications response received XXX, which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SERVICES TO BE PROVIDED:

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for QUALIFICATIONS issued **August X, 2014** the Qualifications Response opened at the time of closing on **August X, 2014, Weatherization Contractor Services** for the rates established therein.

Individual jobs will be bundled in a range of 5-10 jobs per bundle. Bundle sizes may change based on production demand and timelines. These jobs will have maximum allowable costs for certain items, these will be identified in the bid packet for individual projects. County staff will build specs for each project, a walkthrough will occur for each project, quotes from prequalified contractors, specific contract issued to the lowest responsive, responsible contractor meeting the specifications, including time frame, for each project.

Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The contractor shall warranty work performed on each project for a period of one year from individual project completion. The contract shall commence **upon contract execution and continue through June 30, 2015**. This contract may be renewed for up to **four (4)** one year renewals with the written approval of both parties.

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$XXXXXXXX**.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1 The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except

insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CHANGE ORDER PROCESS:

Change orders can be initiated by either the County or the Contractor. An amendment form will accompany any change order that adds or deletes scope of work, cost or time to the existing contract.

a. Before any changes or alterations of the work order are started, CONTRACTOR shall request a written change order. This authorization can only be approved by Clackamas County.

b. CONTRACTOR shall promptly notify Community Solutions, in writing or as instructed by Community Solutions, of any subsurface or latent physical conditions at the site or in an existing structure which differ materially from those indicated or referred to in the Work Order. Community Solutions shall investigate the situation. If Community Solutions finds that there are subsurface or latent physical conditions which differ materially from those intended in the Work Order and which could not reasonably have been anticipated by CONTRACTOR, a change order shall be issued incorporating the necessary revisions.

c. Community Solutions may authorize minor changes in the work not involving an adjustment in the job price or work timeline, which are consistent with the overall intent of the Work Order. Such a field order shall be binding on both Clackamas County and CONTRACTOR.

d. Additional work performed without authorization through a change order shall not entitle CONTRACTOR to an increase in job price or extension of work timeline.

IV. FEDERAL CONTRACT SPECIAL CONDITIONS

Failure to Perform

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure. CONTRACTOR'S failure to perform the scope of work

identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- *Reducing or withholding payment;*
 - *Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or*
 - *Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.*
3. *In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.*
 4. *The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.*
 5. *The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.*
 6. *As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.*

Termination for Convenience

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

Compliance with Applicable Law

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), (v) Section 508 of the Clean Water Act (33 U.S.C. 1368, (vi) Executive Order 11738, EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in

Department of Labor regulations (29 CFR Part 3), (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60, (ix) Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871), (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

County's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request County to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

Reporting Requirements

Contractor shall comply with the reporting requirements of the Awarding Agency including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

Records Maintenance; Access.

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

County and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

Patents; Copy Right; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to the County. The Contractor shall promptly disclose inventions to the County, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

IV. CONSTRAINTS

The CONTRACTOR agrees:

A. *If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.*

B. *Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:*

1. *CONTRACTOR shall:*

a. *Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.*

b. *Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.*

c. *Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.*

2. *If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.*

3. *The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.*

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. *In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.*

5. *The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.*

6. *This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.*

7. *The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.*

8. *The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.*

9. *In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.*

10. *The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.*

11. *The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:*

a. *Reducing or withholding payment;*

b. *Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards;*
or

c. *Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.*

V *All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.*

VI. BONDS

Individual work orders issued will have bonding requirements. The CONTRACTOR will be required to furnish a performance bond before beginning each project.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

VII. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY

Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$_____ /

\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by COUNTY

Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY

Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. *The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall*

provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

I. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the COUNTY.

V. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

[COMPANY]
[Street]
[Address]

Clackamas County Board of
County Commissioners by:

A _____
Entity Type/State of Formation

_____ XXXXXXXXX, Director

Authorized Signature

Date

Name / Title (Printed)

Date

Telephone/Fax Number

CCB License #

Oregon Business Registry #

County Counsel
Approved as to Form

Section 7

**CERTIFICATES OF INSURANCE
(to be submitted at the time of contract execution)**

Exhibit 1

SAMPLE JOB REPORTING PACKAGE

- **Lead renovator certificate/ID**
- **Signage and containment photographs**
- **Renovation Recordkeeping Checklist**
- **Multifamily Renovation notice**

MATERIALS AND SERVICES CONTRACT WITH XXXXXXXXXXXX SERVICES, INC. **FOR XXXXXXXXXXXX**

This contract ("Contract") for materials and services is entered into by and between **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and XXXXXXXXXXXX., hereinafter called the CONTRACTOR, to provide the materials and services described below and in Attachment "A", which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the materials and services as described in Attachment "A." Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through XXXXXXXXXXXX.**

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$XXXXXXXX.**

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1 The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

7. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based

upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

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11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a.** Reducing or withholding payment;
- b.** Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c.** Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

V. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

- Required by COUNTY Not required by COUNTY

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Not required by COUNTY

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E. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of

this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

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TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

[COMPANY]
[Street]
[Address]

Clackamas County Board of
County Commissioners by:

A _____
Entity Type/State of Formation XXXXXXXXX, Director

Authorized Signature

Date

Name / Title (Printed)

Date

Telephone/Fax Number

CCB License # (if applicable)

Oregon Business Registry #

County Counsel
Approved as to Form